

# 11-3361-cv

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**United States Court of Appeals  
for the  
Second Circuit**

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RENEE MIHALIK,

*Plaintiff-Appellant,*

— v. —

CREDIT AGRICOLE CHEUVREUX NORTH AMERICA, INCORPORATED,

*Defendant-Appellee.*

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ON APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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**NON-CONFIDENTIAL JOINT APPENDIX  
Volume I of II (Pages A-1 to A-284)**

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\* Pursuant to the Order dated August 26, 2009, these exhibits are confidential and filed under seal.

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\* Pursuant to the Order dated August 26, 2009, these exhibits are confidential and filed under seal.

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\* Pursuant to the Order dated August 26, 2009, these exhibits are confidential and filed under seal.

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<sup>\*</sup> Pursuant to the Order dated August 26, 2009, these exhibits are confidential and filed under seal.

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CLOSED, APPEAL, ECF

**U.S. District Court  
Southern District of New York (Foley Square)  
CIVIL DOCKET FOR CASE #: 1:09-cv-01251-DAB**

Mihalik v. Credit Agricole Cheuvreux North America, Inc.  
Assigned to: Judge Deborah A. Batts  
Case in other court: State Court - Supreme, 100808-09  
Cause: 28:1441 Notice of Removal

Date Filed: 02/11/2009  
Date Terminated: 07/29/2011  
Jury Demand: Plaintiff  
Nature of Suit: 442 Civil Rights: Jobs  
Jurisdiction: Diversity

**Plaintiff****Renee Mihalik**

represented by **Matthew Thomas Schatz**  
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**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
02/11/2009	<u>1</u>	NOTICE OF REMOVAL from State Supreme Court, County of New York. Case Number: 100808-09. (Filing Fee \$ 350.00, Receipt Number 679136). Document filed by Credit Agricole Cheuvreux North America, Inc. (Attachments: # <u>1</u> exhibit A, # <u>2</u> exhibit Part B)(ama) (Entered: 02/13/2009)
02/11/2009		Magistrate Judge Henry B. Pitman is so designated. (ama) (Entered: 02/13/2009)
02/11/2009		Case Designated ECF. (ama) (Entered: 02/13/2009)
02/11/2009	<u>2</u>	RULE 7.1 CORPORATE DISCLOSURE STATEMENT. Identifying Credit Agricole S.A. as Corporate Parent. Document filed by Credit Agricole Cheuvreux North America, Inc.(ama) (Entered: 02/13/2009)
02/18/2009	<u>3</u>	DEMAND for Trial by Jury. Document filed by Renee Mihalik(Schatz, Matthew) (Entered: 02/18/2009)
02/19/2009	<u>4</u>	ANSWER to Complaint. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Attachments: # <u>1</u> Affidavit Of Service)(Roth, Barbara) (Entered: 02/19/2009)
03/02/2009	<u>5</u>	NOTICE OF APPEARANCE by Matthew Thomas Schatz on behalf of Renee Mihalik (Schatz, Matthew) (Entered: 03/02/2009)
04/17/2009	<u>6</u>	SCHEDULING ORDER: This case is to be tried to a jury. Discovery due by 12/4/2009. Motions due by 1/8/2010. Joint Pretrial Order due by 1/29/2010. ENDORSEMENT: Plaintiff letter to Court that she is amenable to going forward with me as the Judge. (Signed by Judge Deborah A. Batts on 4/17/2009) (jpo) Modified on 4/23/2009 (jpo). (Entered: 04/17/2009)
08/27/2009	<u>7</u>	CONFIDENTIALITY AGREEMENT AND ORDER...regarding procedures to

		be followed that shall govern the handling of confidential material.... (Signed by Judge Deborah A. Batts on 8/26/2009) (jpo) (Entered: 08/27/2009)
11/04/2009	<u>8</u>	JOINT MOTION for Extension of Time <i>for Discovery</i> . Document filed by Renee Mihalik, Credit Agricole Cheuvreux North America, Inc..(Roth, Barbara) (Entered: 11/04/2009)
11/05/2009	<u>9</u>	AMENDED MOTION for Extension of Time <i>for Discovery (Joint Motion)</i> . Document filed by Renee Mihalik, Credit Agricole Cheuvreux North America, Inc..(Roth, Barbara) (Entered: 11/05/2009)
11/10/2009	<u>10</u>	MEMO ENDORSEMENT on re: <u>8</u> Motion for Extension of Time; terminating <u>9</u> Motion for Extension of Time. ENDORSEMENT: Granted. So Ordered. (Signed by Judge Deborah A. Batts on 11/10/2009) (jfe) (Entered: 11/10/2009)
11/10/2009		Set/Reset Deadlines: Discovery due by 1/3/2010. Motions due by 3/5/2010. Pretrial Order due by 3/5/2010. Responses due by 3/19/2010 (jfe) (Entered: 11/10/2009)
11/13/2009	<u>11</u>	ENDORSED LETTER addressed to Judge Deborah A. Batts from Barbara M. Roth dated 11/13/2009 re: Requesting clarification of the Court's Order, dated November 10, 2009, in response to the parties' joint request for an extension of the discovery period. ENDORSEMENT: Granted. Discovery extend by 60 days. (Signed by Judge Deborah A. Batts on 11/13/2009) (jpo) (Entered: 11/16/2009)
02/16/2010	<u>12</u>	ENDORSED LETTER addressed to Judge Deborah A. Batts from Matthew T. Schatz dated 2/11/10 re: counsel for plaintiff requests that the end date for all discovery be extended to 5/14/10 and that the date for dispositive motions be extended to 6/30/10. ENDORSEMENT: Granted. Parties must follow Court's Individual Rules regarding premotion conference for dispositive motion. (Signed by Judge Deborah A. Batts on 2/16/10) (dle) (Entered: 02/16/2010)
02/16/2010		Set/Reset Deadlines: Discovery due by 5/14/2010. Motions due by 6/30/2010. (dle) (Entered: 02/16/2010)
04/02/2010	<u>13</u>	NOTICE OF CHANGE OF ADDRESS by Nicole Civita on behalf of Credit Agricole Cheuvreux North America, Inc.. New Address: Hogan & Hartson LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California, USA 90067, 310-785-4600. (Civita, Nicole) (Entered: 04/02/2010)
04/08/2010	<u>14</u>	ENDORSED LETTER addressed to Judge Deborah A. Batts from Barbara M. Roth dated 4/8/2010 re: As counsel to the Defendant, we write respectfully to request a two-month extension of discovery, from May 14 to July 16. ENDORSEMENT: Granted. No further extensions absent extraordinary circumstances. SO ORDERED. (Signed by Judge Deborah A. Batts on 4/8/2010) (tve) (Entered: 04/09/2010)
04/09/2010		Set/Reset Deadlines: Discovery due by 7/16/2010. (tve) (Entered: 04/09/2010)
05/07/2010	<u>15</u>	NOTICE OF CHANGE OF ADDRESS by Christopher Nicholas Franciose on behalf of Credit Agricole Cheuvreux North America, Inc.. New Address: Hogan Lovells US LLP, 875 Third Avenue, New York, New York, USA 10022, 212 918-3000. (Franciose, Christopher) (Entered: 05/07/2010)

05/07/2010	<u>16</u>	NOTICE OF CHANGE OF ADDRESS by Nicole Civita on behalf of Credit Agricole Cheuvreux North America, Inc.. New Address: Hogan Lovells US LLP, 1999 Avenue Of The Stars, Suite 1400, Los Angeles, CA, USA 90067, (310) 785-4600. (Civita, Nicole) (Entered: 05/07/2010)
05/10/2010	<u>17</u>	NOTICE OF APPEARANCE by Christopher Nicholas Franciose on behalf of Credit Agricole Cheuvreux North America, Inc. (Franciose, Christopher) (Entered: 05/10/2010)
05/10/2010	<u>18</u>	NOTICE of Change of Firm Name and E-Mail Address. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 05/10/2010)
08/20/2010	<u>19</u>	ENDORSED LETTER addressed to Judge Deborah A. Batts from Barbara M. Roth dated 8/17/2010 re: Cheuvreux respectfully requests that the Court permit it to complete the Citi deposition to authenticate and inquire about the documents that Citi belatedly produced after it was deposed on July 16. ENDORSEMENT: granted. (Signed by Judge Deborah A. Batts on 8/20/2010) (tro) (Entered: 08/23/2010)
09/17/2010	<u>20</u>	ORDER; that the Court is in receipt of and has reviewed Defendant's letter dated August 30, 2010 and Plaintiff's letter dated September 13, 2010. The Court hereby GRANTS Defendant's request to file a summary judgment motion against Plaintiff Renee Mihalik. Defendant shall file and serve its moving papers within 45 days of the date of this Order. Plaintiff shall respond within 45 days of being served with Defendant's moving papers; and Defendant may reply within 30 days of being served with Plaintiff's response, at which time the motion will be fully- submitted. (Signed by Judge Deborah A. Batts on 9/17/10) (pl) (Entered: 09/17/2010)
11/01/2010	<u>21</u>	MOTION for Summary Judgment. Document filed by Credit Agricole Cheuvreux North America, Inc..(Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>22</u>	MEMORANDUM OF LAW in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>23</u>	RULE 56.1 STATEMENT. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>24</u>	DECLARATION of Barbara M. Roth in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Exhibit 5, # <u>6</u> Exhibit 6, # <u>7</u> Exhibit 7, # <u>8</u> Exhibit 8, # <u>9</u> Exhibit 9, # <u>10</u> Exhibit 10, # <u>11</u> Exhibit 11, # <u>12</u> Exhibit 12, # <u>13</u> Exhibit 13, # <u>14</u> Exhibit 14, # <u>15</u> Exhibit 15, # <u>16</u> Exhibit 16, # <u>17</u> Exhibit 17, # <u>18</u> Exhibit 18, # <u>19</u> Exhibit 19, # <u>20</u> Exhibit 20, # <u>21</u> Exhibit 21, # <u>22</u> Exhibit 22, # <u>23</u> Exhibit 23, # <u>24</u> Exhibit 24, # <u>25</u> Exhibit 25, # <u>26</u> Exhibit 26, # <u>27</u> Exhibit 27, # <u>28</u> Exhibit 28, # <u>29</u> Exhibit 29, # <u>30</u> Exhibit 30, # <u>31</u> Exhibit 31, # <u>32</u> Exhibit 32, # <u>33</u> Exhibit 33, # <u>34</u> Exhibit 34, # <u>35</u> Exhibit 35, # <u>36</u> Exhibit 36, # <u>37</u> Exhibit 37, # <u>38</u> Exhibit 38, # <u>39</u> Exhibit 39, # <u>40</u> Exhibit 40, # <u>41</u> Exhibit 41, # <u>42</u> Exhibit 42, # <u>43</u> Exhibit 43, # <u>44</u> Exhibit 44, # <u>45</u> Exhibit 45, # <u>46</u> Exhibit 46, # <u>47</u> Exhibit 47, # <u>48</u> Exhibit 48, # <u>49</u> Exhibit 49, # <u>50</u> Exhibit 50, # <u>51</u> Exhibit

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11/01/2010	<u>25</u>	DECLARATION of Ian Peacock in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>26</u>	DECLARATION of David Zack in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Attachments: # <u>1</u> Exhibit A)(Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>27</u>	DECLARATION of Melissa Franzen in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>28</u>	DECLARATION of John Palazzo in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>29</u>	DECLARATION of Timothy Randall in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)

11/01/2010	<u>30</u>	DECLARATION of Dominic Romano in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>31</u>	DECLARATION of Frank Boer in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>32</u>	CERTIFICATE OF SERVICE. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 11/01/2010)
11/01/2010	<u>33</u>	SEALED DOCUMENT placed in vault.(nm) Modified on 11/2/2010 (nm). (Entered: 11/02/2010)
12/16/2010	<u>34</u>	MEMORANDUM OF LAW in Opposition re: <u>21</u> MOTION for Summary Judgment.. Document filed by Renee Mihalik. (Heller, Brian) (Entered: 12/16/2010)
12/16/2010	<u>35</u>	AFFIDAVIT of Renee Mihalik in Opposition re: <u>21</u> MOTION for Summary Judgment.. Document filed by Renee Mihalik. (Attachments: # <u>1</u> Exhibit Mihalik Depo Part A, # <u>2</u> Exhibit Mihalik Depo Part B, # <u>3</u> Exhibit Peacock Depo, # <u>4</u> Exhibit Zack Depo, # <u>5</u> Exhibit Yenicy Depo, # <u>6</u> Exhibit Citi Depo, # <u>7</u> Exhibit Powers Depo)(Heller, Brian) (Entered: 12/16/2010)
12/16/2010	<u>36</u>	AFFIDAVIT of Matthew T. Schatz in Opposition re: <u>21</u> MOTION for Summary Judgment.. Document filed by Renee Mihalik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit G, # <u>7</u> Exhibit H, # <u>8</u> Exhibit J, # <u>9</u> Exhibit K, # <u>10</u> Exhibit L, # <u>11</u> Exhibit M, # <u>12</u> Exhibit N, # <u>13</u> Exhibit O, # <u>14</u> Exhibit P, # <u>15</u> Exhibit Q, # <u>16</u> Exhibit R, # <u>17</u> Exhibit S, # <u>18</u> Exhibit T, # <u>19</u> Exhibit U, # <u>20</u> Exhibit V, # <u>21</u> Exhibit W, # <u>22</u> Exhibit X, # <u>23</u> Exhibit Y, # <u>24</u> Exhibit Z, # <u>25</u> Exhibit AA, # <u>26</u> Exhibit BB, # <u>27</u> Exhibit CC, # <u>28</u> Exhibit DD, # <u>29</u> Exhibit EE, # <u>30</u> Exhibit FF)(Heller, Brian) (Entered: 12/16/2010)
12/16/2010	<u>37</u>	AFFIDAVIT of Matthew T. Schatz in Opposition re: <u>21</u> MOTION for Summary Judgment.. Document filed by Renee Mihalik. (Attachments: # <u>1</u> Exhibit F, # <u>2</u> Exhibit I)(Heller, Brian) (Entered: 12/16/2010)
12/16/2010	<u>38</u>	COUNTER STATEMENT TO <u>23</u> Rule 56.1 Statement. Document filed by Renee Mihalik. (Heller, Brian) (Entered: 12/16/2010)
12/16/2010	<u>39</u>	CERTIFICATE OF SERVICE of Opposition to Motion for Summary Judgment served on Defendant, Credit Agricole Cheuvreux on December 16, 2010. Service was made by Mail. Document filed by Renee Mihalik. (Heller, Brian) (Entered: 12/16/2010)
01/18/2011	<u>40</u>	REPLY MEMORANDUM OF LAW in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 01/18/2011)
01/18/2011	<u>41</u>	DECLARATION of Elisa Perez in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 01/18/2011)

01/18/2011	<u>42</u>	DECLARATION of Ian Peacock in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 01/18/2011)
01/18/2011	<u>43</u>	DECLARATION of Melissa Franzen in Support re: <u>21</u> MOTION for Summary Judgment.. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 01/18/2011)
01/18/2011	<u>44</u>	NOTICE of Defendant Credit Agricole Cheuvreux North America, Inc.'s Reply Statement Of Material Facts Pursuant To Local Rule 56.1 re: <u>40</u> Reply Memorandum of Law in Support of Motion. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 01/18/2011)
01/18/2011	<u>45</u>	MOTION to Strike Document No. [35 and 38]. Document filed by Credit Agricole Cheuvreux North America, Inc..(Roth, Barbara) (Entered: 01/18/2011)
01/18/2011	<u>46</u>	DECLARATION of Christopher N. Franciose, Esq. in Support re: <u>21</u> MOTION for Summary Judgment., <u>45</u> MOTION to Strike Document No. [35 and 38].. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(Roth, Barbara) (Entered: 01/18/2011)
01/18/2011	<u>47</u>	SEALED DOCUMENT placed in vault.(cb) (Entered: 01/19/2011)
01/19/2011	<u>48</u>	MEMORANDUM OF LAW in Support re: <u>45</u> MOTION to Strike Document No. [35 and 38].. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 01/19/2011)
02/01/2011	<u>49</u>	MEMORANDUM OF LAW in Opposition re: <u>45</u> MOTION to Strike Document No. [35 and 38].. Document filed by Renee Mihalik. (Attachments: # <u>1</u> Exhibit Exhibit 1)(Schatz, Matthew) (Entered: 02/01/2011)
02/01/2011	<u>50</u>	CERTIFICATE OF SERVICE of Opposition to Motion to Strike served on Barbara Roth Esq on 2/1/11. Service was made by Overnight Delivery. Document filed by Renee Mihalik. (Schatz, Matthew) (Entered: 02/01/2011)
02/14/2011	<u>51</u>	REPLY MEMORANDUM OF LAW in Support re: <u>45</u> MOTION to Strike Document No. [35 and 38].. Document filed by Credit Agricole Cheuvreux North America, Inc.. (Roth, Barbara) (Entered: 02/14/2011)
07/29/2011	<u>52</u>	MEMORANDUM AND ORDER. For the foregoing reasons, Defendant's Motion for Summary Judgment is GRANTED on all counts. The Clerk of Court is directed to CLOSE the docket in this case. Granting <u>21</u> Motion for Summary Judgment. (Signed by Judge Deborah A. Batts on 7/28/11) (rjm) (Entered: 07/29/2011)
07/29/2011		Transmission to Judgments and Orders Clerk. Transmitted re: <u>52</u> Order on Motion for Summary Judgment to the Judgments and Orders Clerk. (rjm) (Entered: 07/29/2011)
07/29/2011	<u>53</u>	CLERK'S JUDGMENT That for the reasons stated in the Court's



		Memorandum and Order dated July 28, 2011, Defendant's motion to strike is denied, and its motion for summary judgment is granted on all counts; accordingly, the case is closed. (Signed by Clerk of Court Ruby Krajick on 7/29/11) (Attachments: # <u>1</u> notice of right to appeal)(ml) (Entered: 07/29/2011)
08/17/2011	<u>54</u>	NOTICE OF APPEAL from <u>53</u> Clerk's Judgment, <u>52</u> Order on Motion for Summary Judgment. Document filed by Renee Mihalik. Filing fee \$ 455.00, receipt number 465401014354. (tp) (Entered: 08/18/2011)
08/18/2011		Transmission of Notice of Appeal and Certified Copy of Docket Sheet to US Court of Appeals re: <u>54</u> Notice of Appeal. (tp) (Entered: 08/18/2011)
08/18/2011		Transmission of Notice of Appeal to the District Judge re: <u>54</u> Notice of Appeal. (tp) (Entered: 08/18/2011)
08/18/2011		Appeal Record Sent to USCA (Electronic File). Certified Indexed record on Appeal Electronic Files for <u>22</u> Memorandum of Law in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>26</u> Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>21</u> MOTION for Summary Judgment filed by Credit Agricole Cheuvreux North America, Inc., <u>49</u> Memorandum of Law in Opposition to Motion filed by Renee Mihalik, <u>36</u> Affidavit in Opposition to Motion, filed by Renee Mihalik, <u>38</u> Counter Statement to Rule 56.1 filed by Renee Mihalik, <u>50</u> Certificate of Service Other filed by Renee Mihalik, <u>43</u> Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>20</u> Order, <u>11</u> Endorsed Letter, Set Deadlines/Hearings, <u>48</u> Memorandum of Law in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>3</u> Jury Demand filed by Renee Mihalik, <u>39</u> Certificate of Service Other filed by Renee Mihalik, <u>5</u> Notice of Appearance filed by Renee Mihalik, <u>23</u> Rule 56.1 Statement filed by Credit Agricole Cheuvreux North America, Inc., <u>40</u> Reply Memorandum of Law in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>44</u> Notice (Other), Notice (Other) filed by Credit Agricole Cheuvreux North America, Inc., <u>35</u> Affidavit in Opposition to Motion, filed by Renee Mihalik, <u>33</u> Sealed Document, <u>28</u> Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>1</u> Notice of Removal, filed by Credit Agricole Cheuvreux North America, Inc., <u>17</u> Notice of Appearance filed by Credit Agricole Cheuvreux North America, Inc., <u>10</u> Order on Motion for Extension of Time, <u>9</u> AMENDED MOTION for Extension of Time <i>for Discovery (Joint Motion)</i> , filed by Credit Agricole Cheuvreux North America, Inc., Renee Mihalik, <u>53</u> Clerk's Judgment, <u>6</u> Order, Set Deadlines/Hearings, <u>45</u> MOTION to Strike Document No. [35 and 38] filed by Credit Agricole Cheuvreux North America, Inc., <u>32</u> Certificate of Service Other filed by Credit Agricole Cheuvreux North America, Inc., <u>46</u> Declaration in Support of Motion, filed by Credit Agricole Cheuvreux North America, Inc., <u>41</u> Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>42</u> Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>30</u> Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., <u>12</u> Endorsed Letter, <u>18</u> Notice (Other) filed by Credit Agricole Cheuvreux North America, Inc., <u>19</u> Endorsed Letter, <u>16</u> Notice of Change of Address filed by Credit Agricole Cheuvreux North America, Inc., <u>14</u> Endorsed Letter, Set Hearings, <u>8</u>

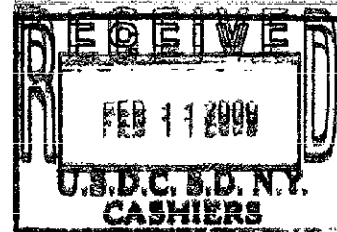
JOINT MOTION for Extension of Time *for Discovery* filed by Credit Agricole Cheuvreux North America, Inc., Renee Mihalik, 52 Order on Motion for Summary Judgment, 25 Declaration in Support of Motion, filed by Credit Agricole Cheuvreux North America, Inc., 29 Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., 7 Protective Order, 37 Affidavit in Opposition to Motion filed by Renee Mihalik, 24 Declaration in Support of Motion, filed by Credit Agricole Cheuvreux North America, Inc., 4 Answer to Complaint filed by Credit Agricole Cheuvreux North America, Inc., 54 Notice of Appeal filed by Renee Mihalik, 51 Reply Memorandum of Law in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., 34 Memorandum of Law in Opposition to Motion filed by Renee Mihalik, 15 Notice of Change of Address filed by Credit Agricole Cheuvreux North America, Inc., 2 Rule 7.1 Corporate Disclosure Statement filed by Credit Agricole Cheuvreux North America, Inc., 27 Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc., 13 Notice of Change of Address filed by Credit Agricole Cheuvreux North America, Inc., 31 Declaration in Support of Motion filed by Credit Agricole Cheuvreux North America, Inc. were transmitted to the U.S. Court of Appeals. (tp) (Entered: 08/18/2011)

PACER Service Center			
Transaction Receipt			
11/21/2011 10:38:58			
PACER Login:	at0090	Client Code:	
Description:	Docket Report	Search Criteria:	1:09-cv-01251-DAB
Billable Pages:	6	Cost:	0.48



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*Credit Agricole Cheuvreux North America, Inc.*



JUDGE BATTS

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
RENEE MIHALIK,

Plaintiff,

-- against --

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.

Defendant.  
-----X

09 CIV 1251  
Case No.: \_\_\_\_\_

**NOTICE OF REMOVAL OF DEFENDANT**  
**CREDIT AGRICOLE CHEUVREUX NORTH AMERICA, INC.**

TO: CLERK, UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant Credit Agricole Cheuvreux North America, Inc. ("Cheuvreux"), by its undersigned counsel, hereby files this Notice of Removal of the action styled *Renee Mihalik v. Credit Agricole Cheuvreux North America, Inc.*, Index Number 100808/09, currently pending in the Supreme Court of the State of New York, County of New York (the "State Court Action"), and states as follows:

1. Plaintiff Renee Mihalik ("Plaintiff") filed a Summons and Verified Complaint (the "Complaint") with the Supreme Court of the State of New York, County of New York on

January 21, 2009. A true and correct copy of the Summons and Complaint are attached hereto as Exhibit A.

2. The Summons and Complaint were served on Cheuvreux's registered agent for service of process, CT Corporation Systems, by personal service on January 22, 2009. Upon information and belief, at the time of this Notice, no other defendant has been named, served or joined in this action.

3. Cheuvreux, at the time this action was filed and as of the date of this Notice, was and is a corporation incorporated under the laws of the State of Delaware, with offices in New York and California.

4. Plaintiff, at the time this action was filed and as of the date of this Notice, was and is a citizen of the State of New Jersey. A true and correct copy of a public records search report reflecting Plaintiff's residential history and redacted to prevent disclosure of personal information is attached hereto as Exhibit B.

5. The amount in controversy in this action, exclusive of interest and costs, exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00). In the Complaint, Plaintiff alleges violations of the New York City Human Rights Law ("NYCHRL") and seeks compensatory damages in the amount of Five Million Dollars (\$5,000,000.00) and punitive damages in the amount of Five Million Dollars (\$5,000,000.00). (Complaint ¶¶ 51 – 53.)

8. This court has original jurisdiction over this action pursuant to the provisions of 28 U.S.C. § 1332, because Plaintiff and Cheuvreux, the only named and/or served defendant in this action, were and are citizens of different states and the amount of controversy is in excess of \$75,000.00, exclusive of interests and costs.

9. This action is properly removed to the United States District Court for the

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Southern District of New York, pursuant to 28 U.S.C. § 1441(a), in that said District Court embraces the state court where the State Court Action was filed.

10. Cheuvreux desires to remove this action to this Court and submits this Notice, along with all other process, pleadings and orders that have been served upon it. *See* Exhibit A. Cheuvreux has not filed an appearance, answer or other pleadings in the State Court Action. Cheuvreux is not aware of any other process, pleadings, or orders filed in the State Court Action.

11. Written notice of the filing of this Notice of Removal is being given to Plaintiff. A copy of this Notice of Removal and supporting papers are being filed with the Supreme Court of the State of New York, County of New York, as required by 28 U.S.C. § 1446(d).

12. This Notice is filed with this Court within 30 days after Cheuvreux was formally served with a Summons in this case. Removal is, therefore, timely pursuant to 28 U.S.C. § 1446(b) and *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344 (1999).

13. Cheuvreux does not waive any objections it may have to service, jurisdiction, or venue, and any other defenses or objections to this action.

WHEREFORE, Defendant Credit Agricole Cheuvreux North America, Inc. prays that the State Court Action be removed to this Court.

Dated: February 11, 2009

Respectfully submitted,

HOGAN & HARTSON LLP

By: 

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Dori Ann Hanswirth (DAH 9728)

Nicole Civita (NC 0727)

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*Attorneys for Defendant*

*Credit Agricole Cheuvreux North America, Inc.*

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B199- Summons without notice, Supreme Court.  
per email or substituted service, 12 pt type, 4-94©1993 Blumberg Excelsior, Inc. Publisher, NYC 10013  
www.blumberg.com**Supreme Court of the State of New York**  
**County of NEW YORK**

RENEE MIHALIK,

*Plaintiff(s)**against*CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC*Defendant(s)*Index No. 100800/09  
Date purchased 1-21-09

Plaintiff(s) designate(s)

NEW YORK  
County as the place of trial.The basis of the venue is  
Defendants place of business**Summons**

Plaintiff(s) reside(s) at

County of

To the above named Defendant(s)

**You are hereby summoned** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, January 21, 2009

Attorney(s) for Plaintiff

Defendant's address:

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC  
C/O C T CORPORATION SYSTEM  
111 Eighth Avenue  
New York, New York 10011Office and Post Office Address  
SCHWARTZ & PERRY, LLP  
295 Madison Avenue  
New York, New York 10017  
(212) 889-6565

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
RENEE MIHALIK,

Index #: 100808/09

*Plaintiff,*

-against-

**VERIFIED COMPLAINT**

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

*Defendant.*  
-----X

Plaintiff, Renee Mihalik, as and for her Verified Complaint, respectfully alleges, all upon  
information and belief, as follows:

**RELEVANT BACKGROUND**

1. At all relevant times herein and at the present time, Plaintiff, Renee Mihalik ("Mihalik"), was employed by Credit Agricole Cheuvreux North America, Inc., in its offices located in the County, City, and State of New York.

2. Defendant, Credit Agricole Cheuvreux North America, Inc. ("Cheuvreux"), is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to do business in the State of New York with its place of business at 1301 Avenue of the Americas in the County, City and State of New York from which Mihalik performed her services.

3. At all relevant times herein, Cheuvreux, a full service broker engaged in performing customized research, sales and execution services for international clients, operated and still operates

in the County, City and State of New York.

**BACKGROUND RELEVANT TO ALL CAUSES OF ACTION**

4. Mihalik commenced her employment with Cheuvreux on July 9, 2007 as Vice President-Alternative Execution Services, and remained employed in that capacity until her unlawful termination on April 10, 2008.

5. At all relevant times mentioned herein, Ian Peacock ("Peacock") was and remains employed by Cheuvreux as its Chief Executive Officer.

6. At all relevant times mentioned herein, Mihalik reported directly to Peacock in the course of her employment as Vice President of Cheuvreux, so that Peacock was in a position of control and authority over Mihalik.

7. Throughout the course of her employment with Cheuvreux, until her unlawful termination, Mihalik was qualified for her position and performed her duties effectively, as evidenced by the praise, bonuses and the increased duties and responsibilities assigned to her.

8. Peacock knowingly allowed pornography in the office and on employee computers, creating a threatening and demeaning environment, which, due to its widespread viewing by the male employees, was impossible for Mihalik to escape.

9. Cheuvreux was fully aware of the hostile, threatening and discriminatory environment that existed in its workplace, but ignored it, to such an extent, that Cheuvreux condoned and ratified the discrimination and gender hostility that existed in the office of Cheuvreux during the period of Mihalik's employment.

10. In July 2007, Peacock began making inappropriate and unwelcome sexual comments and advances toward Mihalik, which included, among other things, but was not limited to, engaging in at least the following discriminatory and sexually inappropriate conduct:

- Telling business associates "how sexy [Mihalik's] dress and cleavage is," encouraging the associates to make similarly sexually degrading comments, which made Mihalik feel like a sexual object, instead of a business professional.
- Displaying pornography, pictures of nude woman and other sexually explicit images on his computer, including a man hanging upside-down from his genitals, which made Mihalik feel threatened and intimidated in her work environment.
- Intimidating and humiliating Mihalik by repeatedly commenting on Mihalik's appearance in the work place, stating on one occasion, "That dress makes you look goooood" and "You should dress like that every day; you might get more clients in turn," indicating that Mihalik could only get more clients based on her looks and not her competence, which was degrading to Mihalik.
- Degrading Mihalik by saying to her "Love the red shoes!," "You know what wearing red shoes means, right?" to insinuate that Mihalik was promiscuous.
- Asking Mihalik "Do you know what dogging is" and then "Do you fancy dogging?" to express his desire for a sexual relationship with Mihalik, which Peacock knew was unwelcome to Mihalik.

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- Making comments about “pussy” in front of business associates and Mihalik at a group outing in London, which was demeaning to her.
- Making inappropriate comments about Mihalik’s personal life, humiliating her in front of her coworkers, including statements such as “Why aren’t you married?” and suggesting that she must be a “cougar,” referring to a woman who aggressively pursues much younger men for sexual relations, knowing that his comments were unwelcome to her.
- Humiliating Mihalik by suggesting that she should appear more feminine, stating on one occasion “Are *pants suits* a US thing? They are very masculine.”
- Telling Mihalik, “You look very sexy today.”
- Repeatedly returning from afternoon meetings in a drunken state, especially around the December holidays, then propositioning Mihalik to stay in a hotel room, with Peacock, which was maintained by Cheuvreux.
- Telling Mihalik to schedule her trip to Europe to coincide with his so that they can “travel together”, causing Mihalik significant anxiety and fear about having to spend that much time alone with Peacock.
- Encouraging foreign business associates to be disrespectful toward Mihalik, often leading to inappropriate conduct including borrowing Mihalik’s pen and then telling her that they “stuck her pen in their ass.”
- Asking Mihalik personal questions including “How old are you” and “Do you have a boyfriend?”, although Peacock knew that Mihalik did not desire to share this personal information with Peacock.

The conduct mentioned above is not all-inclusive, but instead represents examples of the many reprehensible and humiliating acts that Cheuvreux permitted Peacock to commit against Mihalik during the period mentioned herein, which were intimidating, threatening and created an intensely



hostile and frightening workplace for Mihalik.

11. Peacock repeatedly used his actual and apparent authority as CEO to engage in the harassment, intimidating and threatening conduct towards Mihalik.

12. Despite Mihalik's fears that reporting the sexual harassment and retaliation of the Chief Executive Officer would result in some form of punishment or her termination, Mihalik protested the sexual harassment to Dave Zack ("Zack"), Cheuvreux's Compliance Officer.

13. Zack and other senior management at Cheuvreux failed to take any corrective or remedial action to ensure that Peacock's sexual harassing conduct would stop, even though it knew it was threatening to Mihalik, but instead, Cheuvreux ratified and condoned the conduct of Peacock and made it its own.

14. Zack told Mihalik that he "didn't feel comfortable" with Peacock's harassing conduct and that "it wasn't proper business practice," but feared if he said anything, "Peacock would fire [Mihalik] for complaining about [Peacock's harassing conduct]."

15. Zack further explained to Mihalik that other employees would not support Mihalik's complaints against Peacock, for fear of being retaliated against by Peacock.

16. Mihalik was made aware, therefore, that she would be standing alone against Peacock and would be the target of Peacock's retaliation.

17. Cheuvreux did not have a Human Resources department, making it very difficult for Mihalik to discuss and address the sexual harassment of Peacock.

18. Peacock was repeatedly permitted to sexually harass and demean Mihalik in a manner that was readily observed by other Cheuvreux employees and made known to Cheuvreux management, but the conduct was ignored, so that it became evident to Peacock that the harassment was accepted and condoned by Cheuvreux and that Mihalik would continue to be unprotected.

19. Despite Cheuvreux's confirmed awareness of the intensified sexual harassment that Mihalik was suffering at the hands of Peacock, Cheuvreux failed to conduct any meaningful investigation into the conduct that had been reported by Mihalik.

20. After Mihalik rejected Peacock's repeated advances and made it clear to Peacock that she was not interested in establishing any personal relationship with him, Peacock became hostile toward her, often responding with demeaning and inappropriate conduct, causing her to suffer even further adverse employment action.

21. Mihalik's continuous rejection of Peacock's advances and her complaints to Zack became known to Peacock and he began to retaliate against Mihalik for reporting his conduct.

22. After Mihalik rejected Peacock's repeated advances and complained of the harassment and discriminatory conduct that she was being subject to by Peacock, the conduct intensified by way of acts of retaliation against Mihalik, causing her to suffer even further, which included, among other things, and only by way of example, at least the following conduct engaged in by Peacock:

- Assigning Mihalik to absurd tasks to ensure her failure and create performance issues that could satisfy a termination "for cause," including a one-week assignment impossible to complete in such a short time frame.
- Forcing Mihalik to call and organize her own meetings, which involved "cold calling" clients in Germany, where most clients are not English-speaking, while other salespeople would set up meetings for international clients in their native country, adversely effected Mihalik's work performance, and all of which was intended to create a pretext for her termination.
- Taking work away from Mihalik and instead giving her menial tasks.
- Directing the team to disregard Mihalik's accounts and taking a new male employee along instead of her to introduce clients to him, making it more difficult for Mihalik to succeed in the male dominated chauvinistic workplace.
- Repeatedly reprimanding Mihalik for her work performance, making her feel worthless, stating on one occasion, "You never have anything to say that adds value," which was untrue as confirmed by the fact that she continued to generate important business accounts and her competence was recognized by others in the work place.
- Refusing to recognize Mihalik's work accomplishments, including a threat that if Mihalik won the company brand contest, Peacock "will make sure [Mihalik] is awarded nothing."
- Using profanities to degrade Mihalik's work, including, "Have you ever written a business plan before because a fucking

twelve-year-old could have written this,” when comments such as this were never made by Peacock before Mihalik refused his advances;

- Degrading and speaking negatively of Mihalik in front of her coworkers, saying, “You have no idea what you are talking about... if ‘it’ existed, then how come ‘we’ [referring to five other men in the meeting] don’t know about it?”
- Becoming more and more demanding of Mihalik’s work and stating that her “efforts are unacceptable and frankly not as good” as her male peers.
- Stating that Mihalik, an American, was much less intelligent and, “If [Mihalik] had a British accent she would sound more sophisticated and people might take her seriously,” although Mihalik’s accent had never before been a problem.
- Singling out Mihalik as the only Cheuvreux employee not to receive a performance review, so that Mihalik was not given formal notice of any performance problems so that she could improve upon her work performance and receive her bonus.
- Degrading Mihalik in front of her colleagues using profanities by calling Mihalik “a fucking liar” and telling her “this is fucking unacceptable.”
- Questioning Mihalik’s abilities by saying “What do you need, three fucking years?” when Mihalik informed Peacock she needed a few months to produce the revenue he requested.
- Claiming Mihalik did not have the contacts or relationships she promised in her interview, which was patently untrue since Mihalik had signed three of the major players Peacock wanted, and scheduled meetings with the others.
- Mihalik’s first bonus check was handed to her in physical form on payday (not direct deposit) because Peacock was trying to avoid paying her subsequent bonuses by terminating her employment prior to the next bonus eligibility date.

The acts mentioned above are only examples of the many acts of retaliation that took place during the

period mentioned herein and were a direct result of Mihalik engaging in activities protected under the Human Rights Law, which were causally linked to and meant to punish Mihalik for her complaints regarding sexual harassment by Peacock.

23. The offensive, unwelcome, and discriminatory conduct occurred on such a regular and frequent basis that Mihalik never knew when the harassment would occur next, so that Mihalik's work environment became hostile, intimidating, and threatening to her.

24. On April 10, 2008, Peacock had a meeting with Mihalik, at which time Peacock presented Mihalik with a post-dated warning letter and told her she was not performing up to standards, which was not true.

25. During the meeting, Peacock's berated Mihalik in an inappropriate, demeaning, and unprofessional manner with abusive statements.

26. Peacock threatened Mihalik with the fact that her "termination" would be documented on her US if they (Peacock and Mihalik) did not come to an immediate "agreement" or "settlement" because they were not "working out" and Peacock did not want Mihalik at Cheuvreux anymore.

27. Mihalik was unlawfully terminated by Cheuvreux, on April 10, 2008, which was causally connected to her protests of the sexual harassment and discrimination she was subjected to by Peacock and Cheuvreux, which were protected activities under the New York City Human Rights

Law.

28. Mihalik has suffered from the adverse effects of the harassment and retaliation and the quality of her life has been irreparably damaged and her self-esteem, self-respect and well-being have been irreversibly harmed because she was subjected to the intimidating and threatening type of conduct described herein, all of which will continue into the future and remain a source of humiliation, anguish, and financial loss to Mihalik, so that the quality of Mihalik's life has been significantly damaged solely as a result of the harassment and retaliation she was forced to endure by Cheuvreux.

29. The acts of Cheuvreux were so clearly done with reckless and indifference in the face of a perceived risk that its action would violate Mihalik's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Mihalik and in addition to all the measures of relief to which she may properly be entitled herein, Cheuvreux should also be required to pay punitive damages as punishment for its discriminatory conduct and to deter Cheuvreux and others similarly situated from engaging in such unlawful conduct in the future.

**AS AND FOR THE FIRST CAUSE OF ACTION ON BEHALF  
OF MIHALIK AGAINST CHEUVREUX FOR GENDER  
DISCRIMINATION IN VIOLATION OF CHAPTER I, TITLE 8,  
§8-107(1)(a) OF THE ADMINISTRATIVE CODE OF THE CITY  
OF NEW YORK**

30. Mihalik repeats, re-alleges and incorporates in full paragraphs 1 through 29 of this Complaint, as though fully set forth at length.

31. Throughout the time of her employment with Cheuvreux, Mihalik was fully qualified for her position and performed the duties and functions of her employment in a fully satisfactory fashion.

32. At the time that Cheuvreux allowed and condoned the sexually hostile environment and gender discrimination that Mihalik was forced to suffer simply because of her gender, she was, in fact, protected against such conduct under the New York City Human Rights Law.

33. The conduct, words and actions that Cheuvreux took against Mihalik that form the basis of this cause of action were unwelcome to her, a fact which Cheuvreux knew, or should have known, as a result of Mihalik's complaints and the actual nature of the conduct, all of which were ignored by Cheuvreux in that, among other things, Cheuvreux failed to take any genuine remedial action.

34. Cheuvreux is liable to Mihalik for the sexually hostile, abusive environment and gender discrimination she suffered in her workplace, because unlawful conduct was engaged in by Cheuvreux's management, who allowed and condoned a workplace permeated with discriminatory intimidation, ridicule and insult that was sufficiently severe or pervasive so as to alter the terms, conditions and privileges of Mihalik's employment and create an abusive, threatening and hostile work environment.

35. Cheuvreux was obligated to maintain a workplace free of hostility and to prevent its employees from violating any laws designed to prevent unlawful discrimination in employment, and,

therefore, is legally responsible and liable to Mihalik for the acts of its supervisory employees toward her that resulted in an adverse employment action against Mihalik in violation of the New York City Human Rights Law.

36. Mihalik was caused to suffer injuries resulting in emotional injuries, all of which humiliated and otherwise intimidated and degraded Mihalik because of Cheuvreux's outrageous conduct in violation of Mihalik's human rights, all of which impacted upon her health, well-being and the quality of her life.

37. The aforementioned acts of Cheuvreux constitute unlawful gender discrimination against Mihalik in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (referred to as The New York City Human Rights Law), which provides, *inter alia*, that:

It shall be unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the . . . gender . . . of any person to discriminate against such person in compensation or in terms, conditions or privileges of employment.

38. As a result of Cheuvreux's violation of the New York City Human Rights Law, Cheuvreux is liable to Mihalik pursuant to § 8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-(502)(f) of said statute for "costs and reasonable attorney's fees" based on the lodestar method as judicially established and accepted when attorney's fees are provided by the law.



39. As a proximate result of Cheuvreux's conduct, Mihalik has been adversely affected in her employment, her well-being, in the quality of her life and in her normal life's pursuits, and Mihalik believes Cheuvreux's conduct complained of herein has and will continue to have an irreparably devastating effect upon her career, effects which Mihalik alleges to be in the amount of Two Million Dollars (\$2,000,000).

40. Here, the acts of Cheuvreux were so egregious and were done so clearly with malice and/or reckless indifference in the face of a perceived risk that its actions will violate Mihalik's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Mihalik and in addition to all the measure of relief to which Mihalik may properly be entitled herein, Cheuvreux should also be required to pay punitive damages to punish it for its discriminatory conduct in the further amount of Three Million (\$3,000,000), in order to deter it and others similarly situated from engaging in such conduct in the future.

41. Mihalik, therefore, seeks, including, among other things, monetary losses and the emotional harm inflicted upon her in the sum of Two Million Dollars (\$2,000,000), and the additional and further sum of Three Million Dollars (\$3,000,000) for punitive damages, making a total of Five Million Dollars (\$5,000,000), plus the costs of this action as well as reasonable attorney's fees on this cause of action based on the lodestar method as has been judicially established and accepted when attorney's fees are provided by the law.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF  
OF MIHALIK AGAINST CHEUVREUX FOR RETALIATION IN  
VIOLATION OF CHAPTER I, TITLE 8, §§-107(7) OF THE  
ADMINISTRATIVE CODE OF THE CITY OF NEW YORK**

42. Mihalik repeats, re-alleges and incorporates in full paragraphs 1 through 29 of this Complaint, as though fully set forth at length herein.

43. Each time that Mihalik complained about the gender-based discriminatory treatment that she was subjected to by Cheuvreux, she engaged in a protected activity under the New York City Human Rights Law, of which Cheuvreux was aware.

44. Following each of Mihalik's complaints, she was subjected to further retaliation and further abuse, which involves, among other things and only by way of example, the conduct described in paragraphs herein, all of which adversely and severely impacted upon her position, career and well being and was designed to punish her for having complained about the humiliating, sexually harassing treatment she was forced to endure.

45. The retaliatory conduct and actions taken by Cheuvreux were causally connected to Mihalik's protected activity, *i.e.*, protesting the sexual harassment and gender discrimination created by Cheuvreux and to which Mihalik was subjected by Cheuvreux.

46. Cheuvreux failed to effectively remedy or prevent and, indeed, exacerbated the hostility, vindictiveness and degrading nature of Mihalik's work environment, although it knew, or in the

exercise of reasonable care, should have known of the retaliation and its causal effect upon Mihalik.

47. The hostile, abusive, demeaning and humiliating work environment resulting from the pattern and practice of retaliation to which Mihalik was subjected, unreasonably interfered with Mihalik's work and, therefore, altered the terms, conditions and privileges of her employment.

48. Mihalik was caused to suffer and continues to suffer from the adverse effects of Cheuvreux's prolonged course of humiliation and degradation, and Cheuvreux's retaliation, because she opposed the sexual harassment to which she was subjected by Cheuvreux, in violation of Mihalik's human rights under the law.

49. The aforementioned acts of Defendant constitute unlawful retaliation against Mihalik in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(7) of the New York City Human Rights Law, which provides, *inter alia*, that:

It shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter . . .

50. As a direct and proximate result of Cheuvreux's violation of the New York City Human Rights Law, Defendant is liable to Mihalik pursuant to §8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of said statute for "costs and reasonable attorney's fees," based on lodestar method as has been judicially established and accepted as a means of calculating attorney's fees, when they are properly available under the law, as they are here.

51. As a direct and proximate result of Cheuvreux's conduct complained of herein, and as alleged in this cause of action, as well as the conduct set forth in this Complaint, Mihalik has been adversely affected in her employment and in her life's normal pursuits, and Mihalik believes that the injuries inflicted upon her as direct result of the occurrences complained of herein have, and will continue to have, an irreparably devastating effect upon her well-being and the quality of her life, effects which Mihalik alleges to be in the amount of Two Million Dollars (\$2,000,000).

52. Here, the acts of Cheuvreux were so egregious and were done so clearly with malice and/or reckless indifference in the face of a perceived risk that its actions will violate Mihalik's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Mihalik and in addition to all the measure of relief to which Mihalik may properly be entitled herein, Cheuvreux should also be required to pay punitive damages to punish it for its discriminatory conduct in the further amount of Three Million (\$3,000,000), in order to deter it and others similarly situated from engaging in such conduct in the future.

53. Mihalik, therefore, seeks compensatory damages in the second cause of action, including, among other things, for the physical and emotional harm inflicted upon her in the sum of Two Million (\$2,000,000) Dollars, and the additional and further sum of Three Million (\$3,000,000) Dollars for punitive damages, making a total of Five Million (\$5,000,000) Dollars, plus the cost of this action as well as reasonable attorney's fee on this cause of action based on the lodestar method as has been judicially established and accepted when attorney's fees are provided under the law.

WHEREFORE, Plaintiff Renee Mihalik demands judgment against Defendant Credit Agricole Cheuvreux North America, Inc. on the First Cause of Action, in the sum of Two Million Dollars (\$2,000,000) in compensatory damages and the further and additional sum of Three Million Dollars (\$3,000,000) in punitive damages for a total of Five Million Dollars (\$5,000,000), plus pre-judgment interest, the costs of this action and reasonable attorney's fees under the lodestar method, as is permitted under the law; on the Second Cause of Action in the additional sum of Two Million Dollars (\$2,000,000) in compensatory damages and the further additional sum of Three Million Dollars (\$3,000,000) in punitive damages, for a total of Five Million Dollars (\$5,000,000), plus pre-judgment interest, the costs of this action and reasonable attorney's fees under the lodestar method, as is permitted under the law; so that for the First and Second Causes of Action, Mihalik seeks a total of Ten Million Dollars (\$10,000,000) as specifically identified above, plus the costs of this action, prejudgment interest and reasonable attorney's fees, calculated under the lodestar method, as permitted under the law, and for such relief as this Court deems just and proper.

**SCHWARTZ & PERRY, LLP**  
*Attorneys for Plaintiff*

By: 

MURRAY SCHWARTZ  
MATTHEW T. SCHATZ  
295 Madison Avenue  
New York, New York 10017  
(212) 889-6565

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
RENEE MIHALIK,

*Plaintiff,*

-against-

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.

*Defendant.*  
-----X

Index No.:

VERIFICATION

STATE OF NEW YORK            )  
  )ss:  
COUNTY OF BRONX            )

RENEE MIHALIK, being duly sworn, says:

I am the Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

*Renee A. Mihalik*  
RENEE MIHALIK

Sworn to me this 12  
day of January 2009

*Matthew Schatz*  
NOTARY PUBLIC

MATTHEW SCHATZ  
Notary Public, State of New York  
No. 02SC6129535  
Qualified in Queens County  
Commission Expires June 27, 200 9

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

RENEE MIHALIK,

*Plaintiff,*

*-against-*

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

*Defendant.*

**SUMMONS AND VERIFIED COMPLAINT**

LAW OFFICES  
**SCHWARTZ  
& PERRY**

*Attorneys for*

**Plaintiff**

*Office and Post Office Address, Telephone*

295 MADISON AVENUE  
NEW YORK, NY 10017

(212) 880-6585

To

Signature (Rule 130-1-a)

Attorney(s) for

Print Name Below

**MATTHEW T. SCHATZ**

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Sir:— Please take notice

☐ NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order  
settlement to the Hon.

of which the within is a true copy will be presented for  
one of the judges

Yours, etc.  
**SCHWARTZ  
& PERRY**

*Attorneys for*

*Office and Post Office Address*

295 MADISON AVENUE  
NEW YORK, NY 10017

To

Attorney(s) for

Case 1:09-cv-01251-DAB Document 1-3 Filed 02/11/09 Page 2 of 4

important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Your DPPA Permissible Use: undefined  
Your GLBA Permissible Use: undefined

## Comprehensive Report

### Comprehensive Report

Date: 01/30/09

Reference Code: 32057-000002

### Report Legend:

 - Shared Address

 - Deceased

 - Probable Current Address

### Report processed by:

Hogan & Hartson L.L.P.  
555 13th St NW  
Washington, DC 20004-1109  
202-637-5600 Main Phone  
202-637-5910 Fax

### Subject Information

Name: RENEE S MIHALIK

Date of Birth: 

Age: 35

SSN: 





[View All SSN Sources](#)

### AKAs (Names Associated with Subject)

RENEE MIHALIK

SSN: 

RENEE E MIHALIK

SSN: 

### Indicators

Bankruptcy: 

Property: 


Corporate Affiliations: 

### Address Summary

 109 JACKSON ST APT 3B, HOBOKEN NJ 07030-6076, HUDSON COUNTY (Jan 2002 - Jan 2009)

 109 JACKSON ST APT 00003B, HOBOKEN NJ 07030-6076, HUDSON COUNTY (Jan 2002 - Jan 2009)

 109 JACKSON ST APT 115, HOBOKEN NJ 07030-6074, HUDSON COUNTY (Mar 2004)

 109 JACKSON ST APT P 19, HOBOKEN NJ 07030-6074, HUDSON COUNTY (Jan 2002 - 2004)

Phone at address:  MIHALIK RENEE

 109 JACKSON ST APT 119, HOBOKEN NJ 07030-6074, HUDSON COUNTY (Mar 2002)

31 CLIFF TRL, KINNELON NJ 07405-3107, MORRIS COUNTY (Feb 1995 - Jan 2009)

109 115 JACKSON ST 3B, HOBOKEN NJ 07030, HUDSON COUNTY (Jan 2002 - Jan 2008)

310 BUTLER NJ 07405, MORRIS COUNTY (Nov 2000)

PSC 1008 BOX 3025, FPO AA 34051-3025 (May 1995)

B 3025 US MILITARY APT 1008, FPO AA 34051 (Dec 1993 - Jan 1995)

PO BOX 3025, FPO AA 34051 (Dec 1993)

**Comprehensive Report Summary:** (Click on Link to see detail)

1/30/2009



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**Bankruptcies:**

**Liens and Judgments:**

**UCC Filings:**

**People at Work:**

Name: RENEE S MIHALIK

SSN: [REDACTED]

Company: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

FEIN:

Dates: [REDACTED]

**Driver's License Information:**

**Active Address(es):** View All Address Variation Sources

✓ 109 JACKSON ST APT 3B, HOBOKEN NJ 07030-6076, HUDSON COUNTY (Jan 2002 - Jan 2009)

Current Residents at Address:  
RENEE S MIHALIK

✓ 109 JACKSON ST APT 00003B, HOBOKEN NJ 07030-6076, HUDSON COUNTY (Jan 2002 - Jan 2009)

1/30/2009

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✓ 109 JACKSON ST APT 115, HOBOKEN NJ 07030-6074, HUDSON COUNTY (Mar 2004)

✓ 109 JACKSON ST APT P 19, HOBOKEN NJ 07030-6074, HUDSON COUNTY (Jan 2002 - 2004)  
MIHALIK RENEE

✓ 109 JACKSON ST APT 119, HOBOKEN NJ 07030-6074, HUDSON COUNTY (Mar 2002)

**Previous And Non-Verified Address(es):** [View All Address Variation Sources](#)  
31 CLIFF TRL, KINNELON NJ 07405-3107, MORRIS COUNTY (Feb 1995 - Jan 2009)

**Current Residents at Address:**

MICHAEL W MIHALIK  
FRANCES M MIHALIK  
RENEE S MIHALIK

109 115 JACKSON ST 3B, HOBOKEN NJ 07030, HUDSON COUNTY (Jan 2002 - Jan 2008)

310, BUTLER NJ 07405, MORRIS COUNTY (Nov 2000)

PSC 1008 BOX 3025, FPO AA 34051-3025 (May 1995)

B 3025 US MILITARY APT 1008, FPO AA 34051 (Dec 1993 - Jan 1995)

PO BOX 3025, FPO AA 34051 (Dec 1993)

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Barbara M. Roth  
Dori Ann Hanswirth  
Nicole Civita  
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New York, New York 10022  
Tel: (212) 918-3000  
FAX: (212) 918-3100  
*Attorneys for Defendant*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
RENEE MIHALIK,

Plaintiff,

-against-

CREDIT AGRICOLE CHEUVREUX NORTH  
AMERICA, INC.,

Defendant.  
-----X

Case No. 09 Civ. 1251

ANSWER

Defendant Credit Agricole Cheuvreux North America, Inc., by its attorneys Hogan & Hartson LLP, as and for its Answer to plaintiff's Verified Complaint, states as follows:

1. Denies the allegations in paragraph 1.
2. Denies the allegations in paragraph 2, except admits that Defendant is a Delaware corporation authorized to do business in New York with a place of business at 1301 Avenue of the Americas in New York City, and that plaintiff was employed by Defendant at those offices.
3. Denies the allegations in paragraph 3, except admits that Defendant is a registered broker-dealer that does business in New York City.
4. Denies the allegations in paragraph 4, except admits that plaintiff began employment with Defendant on or about July 9, 2007 and had the title of Vice President –

Alternative Execution Services until April 10, 2008, when she was terminated for cause pursuant to her employment letter.

5. Denies the allegations in paragraph 5, except admits that Ian Peacock was Defendant's chief executive officer during plaintiff's employment by Defendant.

6. Denies the allegations in paragraph 6, except admits that plaintiff reported to Ian Peacock during her employment with Defendant.

7. Denies the allegations in paragraph 7.

8. Denies the allegations in paragraph 8.

9. Denies the allegations in paragraph 9.

10. Denies the allegations in paragraph 10.

11. Denies the allegations in paragraph 11.

12. Denies the allegations in paragraph 12.

13. Denies the allegations in paragraph 13.

14. Denies the allegations in paragraph 14.

15. Denies the allegations in paragraph 15.

16. Denies the allegations in paragraph 16.

17. Denies the allegations in paragraph 17.

18. Denies the allegations in paragraph 18.

19. Denies the allegations in paragraph 19.

20. Denies the allegations in paragraph 20.

21. Denies the allegations in paragraph 21.

22. Denies the allegations in paragraph 22, except admits that plaintiff's performance was criticized.

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23. Denies the allegations in paragraph 23.

24. Denies the allegations in paragraph 24, except admits that Peacock met with plaintiff on April 10, 2008 and, among other things, told her as he had in the past that her performance was substandard.

25. Denies the allegations in paragraph 25.

26. Denies the allegations in paragraph 26, except admits that Peacock told plaintiff that her employment was terminated on April 10, 2008.

27. Denies the allegations in paragraph 27, except admits that plaintiff's employment was terminated on April 10, 2008.

28. Denies the allegations in paragraph 28.

29. Denies the allegations in paragraph 29.

30. In response to paragraph 30, repeats its responses to the enumerated paragraphs as if fully set forth herein.

31. Denies the allegations in paragraph 31.

32. Denies the allegations in paragraph 32.

33. Denies the allegations in paragraph 33.

34. Denies the allegations in paragraph 34.

35. Denies the allegations in paragraph 35, except admits that Defendant maintained policies and procedures that complied with all applicable laws and avers that plaintiff was not subjected to any unlawful conduct during her employment by Defendant.

36. Denies the allegations in paragraph 36.

37. Denies the allegations in paragraph 37.

38. Denies the allegations in paragraph 38.

39. Denies the allegations in paragraph 39.

40. Denies the allegations in paragraph 40.

41. Denies the allegations in paragraph 41, except admits that plaintiff purports to seek the monies described therein.

42. In response to paragraph 42, repeats its responses to the enumerated paragraphs as if fully set forth herein.

43. Denies the allegations in paragraph 43.

44. Denies the allegations in paragraph 44.

45. Denies the allegations in paragraph 45.

46. Denies the allegations in paragraph 46.

47. Denies the allegations in paragraph 47.

48. Denies the allegations in paragraph 48.

49. Denies the allegations in paragraph 49.

50. Denies the allegations in paragraph 50.

51. Denies the allegations in paragraph 51.

52. Denies the allegations in paragraph 52.

53. Denies the allegations in paragraph 53, except admits that plaintiff purports to seek the monies described therein.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff's complaint, which contains allegations "all upon information and belief," fails to state a claim upon which relief can be granted.

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**THIRD AFFIRMATIVE DEFENSE**

Defendants had legitimate, nondiscriminatory business reasons for every decision made with respect to plaintiff.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by her poor job performance.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff was terminated for cause under the terms of her employment letter.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by her failure to utilize internal procedures to seek redress of any complaints she purports to have had.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's "Verified Complaint" violates Federal Rule of Civil Procedure 11.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by her lack of qualification for her job.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, upon information and belief, by her misrepresentations about her prior employment and qualifications.

WHEREFORE, Defendant respectfully requests that this Court deny all relief sought by plaintiff; award it a judgment dismissing the Amended Complaint; award it reasonable costs and attorney's fees incurred in this action, award it relief under Federal Rule of Civil Procedure 11, and

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provide it with such other and further relief as this Court deems just and proper.

Dated: New York, New York  
February 19, 2009

Respectfully submitted,

HOGAN & HARTSON LLP

By: s/ Barbara M. Roth  
Barbara Roth (BR 1982)  
Dori Ann Hanswirth (DAH 9728)  
Nicole Civita (NC 0727)  
Hogan & Hartson LLP  
875 Third Avenue  
New York, NY 10022  
Tel: (212) 918-3000  
FAX: (212) 918-3100  
*Attorneys for Defendant*





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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

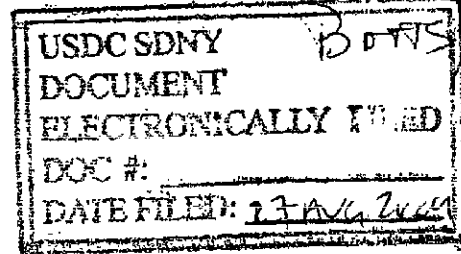
RENEE MIHALIK,

Plaintiff,

— against —

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.

Defendant.



Index No.: 09-CV-01251 (DAB)

**CONFIDENTIALITY AGREEMENT  
AND ORDER**

WHEREAS Plaintiff Renee Mihalik ("Mihalik") and Defendant Credit Agricole Cheuvreux North America, Inc. ("Cheuvreux" or "the Company") (collectively "the Parties") are currently engaged in discovery pursuant to the Federal Rules of Civil Procedure; and

WHEREAS some information contained in documents sought by the Parties is considered to be of a confidential and/or proprietary nature; and

WHEREAS the purpose of this Confidentiality Agreement and Order is to permit the Parties to disclose such documents to each other pursuant to procedures that are designed to protect the confidentiality of that material;

IT IS HEREBY AGREED AND ORDERED as follows:

1. Either Party may designate any non-public document, material or information as "Confidential" under the terms of this Confidentiality Agreement and Order. Confidential information as used herein means any type or classification of document or information, whether it be a document, information contained in a document, electronically memorialized information, information revealed during a deposition, information contained in an interrogatory answer, or any other form of information that a Party believes in good faith contains any personnel, financial, proprietary, medical, confidential or personal information, the disclosure of

which the Party in good faith believes would invade the confidentiality or privacy of any Party or any current or former employee of Defendant. Information designated as Confidential shall (a) be used by the Parties only for the purpose of this action and not for any other purposes whatsoever; and (b) shall not be disclosed, given, shown, discussed, or otherwise communicated or made available to anyone except as provided herein.

2. In accordance with the provisions of paragraph 4 below, Confidential information may be disclosed only to "Qualified Persons" who shall read this Confidentiality Agreement and Order and who shall agree to maintain said information in confidence and not disclose, discuss, or reveal such information to anyone else. Qualified Persons means (a) counsel to the Parties to this proceeding and the paralegal, clerical and secretarial staff employed by such counsel; (b) the Parties (and any corporate successor or affiliate) to the action, which in the case of corporate Parties shall include the officers, directors and employees of such corporate Parties deemed necessary to aid counsel in the defense of the action; (c) witnesses and potential witnesses including expert witnesses (whether or not retained to testify) utilized by counsel in connection with the litigation; (d) court reporters; and (e) the United States District Court for the Southern District of New York and if requested, the U.S. Court of Appeals for the Second Circuit ("the Court") and its staff. The foregoing definition of Qualified Persons is without prejudice to a redefinition of such term by agreement of the Parties at an appropriate future time so as to include additional categories of persons.

3. Any information, whether oral or written, designated Confidential may be disclosed only to Qualified Persons who, prior to such disclosure, shall have read this Confidentiality Agreement and Order and signed their individual names to a copy of Exhibit A attached hereto, except that (i) counsel for the Parties may sign this Confidentiality Agreement

and Order on behalf of the Party they represent and those Qualified Persons who are members of or employed by their respective firms, and (ii) Confidential information may be disclosed to those qualified persons described in paragraph 3(e) immediately upon execution of this Confidentiality Agreement without further action on their part. By signing Exhibit A, each Qualified Person agrees that he or she shall be bound by the terms of this Confidentiality Agreement and Order. All endorsed copies of Exhibit A shall be retained by the Party's counsel that requested the Qualified Person's endorsement, and need not be disclosed to the opposing Party or their counsel unless an issue arises in good faith concerning any Qualified Person's compliance with this Confidentiality Agreement and Order.

4. Each Qualified Person shall maintain all Confidential information disclosed to him or her in confidence, shall not reveal the same to anyone other than another Qualified Person, and shall not use the Confidential information except in connection with the preparation for any pretrial proceeding (including, for example, any and all motions or discovery requests, as well as all papers submitted to the Court) or the trial of this action; except that nothing shall prevent disclosure beyond the terms of this Confidentiality Agreement and Order prior to trial if the producing Party consents in writing to such disclosure, or if such disclosure is accomplished with the approval of the Court.

5. Unless otherwise agreed in writing in advance by counsel for the producing Party, in the event the receiving Party files with the Court any motion, exhibit or other paper containing or reflecting Confidential information, such page in the motion, exhibit or paper containing the Confidential information shall be filed under seal by hand in accordance with the rules of the Court and bear the following legend:

THE DOCUMENT IS FILED UNDER SEAL AND IS SUBJECT TO A  
COURT ORDER REGARDING CONFIDENTIAL INFORMATION

A redacted copy of the document shall be filed in the public record. All materials kept under seal shall be available to the court in which they are filed and to counsel for the Parties for viewing and/or copying. A Party that files any motion, exhibit or other paper containing or reflecting Confidential information pursuant to this paragraph shall deliver two courtesy copies to Chambers: one in unredacted form with the term "Unredacted" on the top of the document, together with one copy of the document in redacted form with the term "Redacted" on the top of the document. If a Party contends that a court filing is improperly redacted, the Party shall notify the Court in writing of the basis of its contention. Nothing in this paragraph shall require a Party to deviate from applicable court rules regarding the filing of documents under seal. Nothing in this paragraph shall require a producing Party to file its own court filings containing Confidential information under seal.

6. In the event that a Party objects to the designation of certain information as Confidential, counsel for the Parties shall attempt to resolve such dispute in good faith on an informal basis. If a resolution is not reached, either Party may ask the Court to resolve the dispute. Pending resolution by the Court, the documents or information subject to the dispute shall be treated as Confidential under the terms of this Confidentiality Agreement and Order.

7. A producing Party's inadvertent failure to designate material as Confidential in accordance with the terms of this Confidentiality Agreement and Order will not preclude a later designation that such materials are Confidential provided, however, that if another Party treats such information as non-confidential before being informed that that information should have been designated as Confidential such pre-designation treatment shall not be a violation of this Confidentiality Agreement and Order.

8. The inadvertent production or disclosure of any document, material or

information that a producing Party claims is subject to the attorney-client privilege, attorney-work product privilege, or any other applicable privilege or is confidential or proprietary shall not be deemed a waiver, in whole or in part, of any claim of privilege or confidentiality. The Parties further agree that all such documents or materials inadvertently disclosed (and all copies of such materials) shall be returned by the Party in possession to the producing Party promptly after receipt of a written demand for such return by the non-producing Party, after which the non-producing Party shall not make any use or disclosure of such documents or materials and shall delete all such documents/materials (including all copies thereof) from all electronic databases and the like and shall certify in writing that all copies have been returned or destroyed.

9. Nothing in this Confidentiality Agreement and Order shall prejudice any Party from seeking any modification of this Confidentiality Agreement and Order.

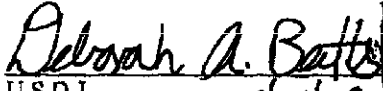
10. At the conclusion of this proceeding, including all appeals, each Party and their counsel shall, upon request return to the other Party's counsel all Confidential information, including all copies thereof. Receipt of such documentary material, if requested shall be acknowledged by each Party's counsel in writing. The Parties may comply with this paragraph by agreeing upon an appropriate method of destruction of such Confidential information.

11. This Confidentiality Agreement and Order shall be binding on all Qualified Persons. It is enforceable by any sanction deemed appropriate by the Court.

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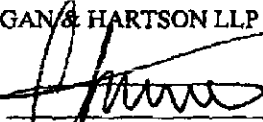
12. The terms of this Confidentiality Agreement and Order shall survive and remain in full force and effect after the termination of this Case.

SO ORDERED:

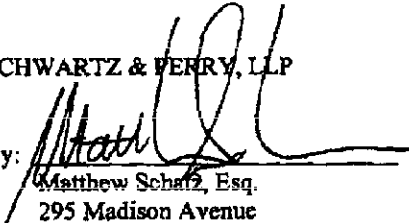
  
U.S.D.J. 8/24/09

AGREED:

HOGAN & HARTSON LLP

By:   
Barbara M. Roth, Esq. (BR 1982)  
Dori Ann Hanswirth, Esq. (DH 9728)  
Christopher N. Franciose, Esq. (CF 0919)  
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New York, NY 10022  
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*Attorneys for Defendant*

SCHWARTZ & FERRY, LLP

By:   
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295 Madison Avenue  
New York, New York 10017  
(212) 889-6565  
*Attorneys for Plaintiff*

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

- against -

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.

Defendant.

Index No.: 09-CV-01251 (DAB)

**CONFIDENTIALITY AGREEMENT  
AND ORDER**

**EXHIBIT A**

**ACKNOWLEDGMENT**

The undersigned hereby acknowledges that he or she has read the Confidentiality Agreement and Order dated August \_\_, 2009, in the action entitled *Renee Mihalike v. Credit Agricole Cheuvreux North America, Inc.*, Case No. 09-CV-01251 (DAB), understands the terms thereof and agrees to be bound by those terms as if a signatory thereto. The undersigned hereby consents to the jurisdiction of the U.S. District Court for the Southern District of New York with respect to any controversy arising out of an alleged violation of the Confidentiality Agreement and Order.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed



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**FILED ELECTRONICALLY**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

– against –

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.  
09-CV-01251 (DAB)

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE THAT**, upon the accompanying Declaration of Frank Boer, dated October 29, 2010; Declaration of Melissa Franzen, dated October 29, 2010; Declaration of John Palazzo, dated October 27, 2010; Declaration of Ian Peacock, dated October 30, 2010; Declaration of Timothy Randall, dated October 28, 2010; Declaration of Dominic Romano, dated October 26, 2010; Declaration of Barbara M. Roth, dated November 1, 2010; and Declaration of David Zack, dated October 28, 2010; and the exhibits attached thereto; the Local Rule 56.1 Statement Of Undisputed Facts By Defendant Credit Agricole Cheuvreux North America, Inc., submitted herewith; the Memorandum of Law in Support of Defendant's Motion for Summary Judgment, submitted herewith; and upon all of the pleadings and papers heretofore served in this action, Defendant Credit Agricole Cheuvreux North America, Inc. will move this honorable Court at the United States District Court, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, on such date and time as the Court sets, for an Order pursuant to Rule 56 of the Federal Rules of Civil Procedure granting summary judgment in its favor and dismissing the claims against it, with prejudice, awarding Defendant costs and attorneys' fees, and for such other relief as the Court deems just and proper.

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As set forth in the Court's September 17, 2010 scheduling order for this motion, any opposition papers must be served and filed so that they are received by the undersigned by the close of business on December 16, 2010.

Dated: New York, New York  
November 1, 2010

HOGAN LOVELLS US LLP

By: /s/ Barbara M. Roth  
Barbara M. Roth  
Dori Ann Hanswirth  
Christopher N. Franciose  
875 Third Avenue  
New York, NY 10022  
Tel: (212) 918-3000  
Fax: (212) 918-3100  
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*Attorneys for Defendant Credit Agricole  
Cheuvreux North America, Inc.*

TO: Matthew T. Schatz, Esq.  
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*Attorneys for Plaintiff Renee Mihalik*

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**FILED ELECTRONICALLY**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

— against —

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.: 09-CV-01251 (DAB)

**DECLARATION OF  
BARBARA M. ROTH**

**BARBARA M. ROTH** declares as follows:

1. I am a partner in the law firm Hogan Lovells US LLP, attorneys for Defendant Credit Agricole Cheuvreux North America, Inc. ("Cheuvreux") in the above-captioned action. I submit this declaration in support of Cheuvreux's motion for summary judgment. I have personal knowledge of the facts and circumstances stated herein.
2. Annexed hereto as Exhibit 1 is a true and correct copy of the Verified Complaint submitted in this action.
3. Annexed hereto as Exhibit 2 is a true and correct copy of the Answer submitted in this action.
4. Annexed hereto as Exhibit 3 is a true and correct copy of excerpts of the deposition of Plaintiff Renee Mihalik, taken on February 1, 2010.
5. Annexed hereto as Exhibit 4 is a true and correct copy of excerpts of the deposition of Altan Yenicy, taken on May 19, 2010.
6. Annexed hereto as Exhibit 5 is a true and correct copy of excerpts of the deposition of David Zack, taken on June 14, 2010.

7. Annexed hereto as Exhibit 6 is a true and correct copy of excerpts of the deposition of Ian Peacock, taken on June 16, 2010.

8. Annexed hereto as Exhibit 7 is a true and correct copy of excerpts of the deposition of Mark Powers, taken on June 29, 2010.

9. Annexed hereto as Exhibit 8 is a true and correct copy of excerpts of the Rule 30(b)(6) deposition of Citigroup by Tracy Platt Beach, taken on July 16, 2010 and September 17, 2010.

10. In the course of discovery, Cheuvreux collected documents from its files. Copies of all responsive and non-privileged documents were produced to Plaintiff.

11. Annexed hereto as Exhibit 9 is a true and correct copy of Plaintiff's trip report, dated 4/2/2008, which was produced to Plaintiff during discovery and bears the production number DEF00000009.

12. Annexed hereto as Exhibit 10 is a true and correct copy Plaintiff's commissions report, which was produced to Plaintiff during discovery and bears the production numbers DEF00000012 - DEF00000014. This document was also marked as Defendant's Deposition Exhibit 3 at the Deposition of Plaintiff, taken on February 1, 2010.

13. Annexed hereto as Exhibit 11 is a true and correct copy of a log of Plaintiff's incoming and outgoing telephone calls on her Cheuvreux telephone line for the period of March 24, 2008 to April 1, 2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00000021 - DEF00000022.

14. In the course of discovery, Cheuvreux conducted searches of its email servers and computer systems, and collected emails, computer files and other electronically-stored

information. A copy of all responsive and non-privileged electronic materials was produced to Plaintiff.

15. Annexed hereto as Exhibit 12 is a true and correct copy of an email between Plaintiff and Ian Peacock, Jerry Lees, Malcolm Ford, Matthew McClean, Boris Komljenovic, Jonathan Carp, Ian Hunt, Ludovic Blanquet, Wakim Najjar, dated 1/30/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00000034 - DEF00000037. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

16. Annexed hereto as Exhibit 13 is a true and correct copy of an email between Ian Peacock and Plaintiff, dated 3/20/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00000127 - DEF00000135. This document was also marked as Defendant's Deposition Exhibit 6 at the Deposition of Plaintiff, taken on February 1, 2010.

17. Annexed hereto as Exhibit 14 is a true and correct copy of an email chain between Melissa Crilley and Ian Peacock, dated 1/28/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00000151 - DEF00000152. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.

18. Annexed hereto as Exhibit 15 is a true and correct copy of an email between Plaintiff and Melissa Crilley, dated 9/18/2007, which was produced to Plaintiff during discovery and bears the production number DEF00000824.

19. Annexed hereto as Exhibit 16 is a true and correct copy of an email chain between Gary Rosenbach and Plaintiff, dated 9/24/2007, which was produced to Plaintiff during discovery and bears the production number DEF00000865.

20. Annexed hereto as Exhibit 17 is a true and correct copy of an email chain between Greg Solometo and Plaintiff, dated 3/5/2008, which was produced to Plaintiff during discovery and bears the production number DEF00002084.

21. Annexed hereto as Exhibit 18 is a true and correct copy of an email chain between Gregory Solometo and Plaintiff, dated 11/30/2007, which was produced to Plaintiff during discovery and bears the production number DEF00001195.

22. Annexed hereto as Exhibit 19 is a true and correct copy of an email chain between Malcolm Ford and Plaintiff, dated 1/11/2008, which was produced to Plaintiff during discovery and bears the production number DEF00001536. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

23. Annexed hereto as Exhibit 20 is a true and correct copy of an email chain between Jeffrey C. Tanner and Plaintiff, dated 8/17/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00001539 - DEF00001540.

24. Annexed hereto as Exhibit 21 is a true and correct copy of an email between Plaintiff and Altan Yenicy, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00001818 - DEF00001819. This document was also marked as Defendant's Deposition Exhibit 28 at the Deposition of Plaintiff, taken on February 1, 2010.

25. Annexed hereto as Exhibit 22 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 10/3/2007, which was produced to Plaintiff during discovery and bears the production number DEF00002227. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

26. Annexed hereto as Exhibit 23 is a true and correct copy of an email between Plaintiff and Tom Sullivan, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00002525 - DEF00002526.

27. Annexed hereto as Exhibit 24 is a true and correct copy of an email chain between Plaintiff and Clifford Titus, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00002538 - DEF00002539.

28. Annexed hereto as Exhibit 25 is a true and correct copy of an email chain between Plaintiff and Terry Flynn, dated 11/26/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00002818.

29. Annexed hereto as Exhibit 26 is a true and correct copy of an email chain between Katarina Bouzalis and Plaintiff, dated 9/11/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00002951 - DEF00002953. This document was also marked as Yenicy Deposition Exhibit 9 at the Deposition of Altan Yenicy, taken on May 19, 2010.

30. Annexed hereto as Exhibit 27 is a true and correct copy of an email chain between Ian Peacock and Plaintiff, dated 10/17/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00003404 - DEF00003405.

31. Annexed hereto as Exhibit 28 is a true and correct copy of an email chain between Plaintiff and Malcolm Ford, dated 1/14/2008, which was produced to Plaintiff during discovery and bears the production number DEF00003502. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

32. Annexed hereto as Exhibit 29 is a true and correct copy of an email chain between Plaintiff and Patrick Egan, dated 11/29/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00003988 - DEF00003989.

33. Annexed hereto as Exhibit 30 is a true and correct copy of an email chain between Ian Peacock and Plaintiff, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004293.

34. Annexed hereto as Exhibit 31 is a true and correct copy of an email chain between David N. Shapiro and Plaintiff, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00004380 - DEF00004382.

35. Annexed hereto as Exhibit 32 is a true and correct copy of an email chain between Chris Anderson and Plaintiff, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00004385 - DEF00004387.

36. Annexed hereto as Exhibit 33 is a true and correct copy of an email between Plaintiff and Ian Peacock, dated 3/20/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004475. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.

37. Annexed hereto as Exhibit 34 is a true and correct copy of an email chain between Plaintiff and Dominic Romano, dated 8/9/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00004485 - DEF00004487.

38. Annexed hereto as Exhibit 35 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 8/9/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00004515 - DEF00004516.



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39. Annexed hereto as Exhibit 36 is a true and correct copy of an email chain between Douglas Erb and Plaintiff, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004580.

40. Annexed hereto as Exhibit 37 is a true and correct copy of an email chain between Plaintiff and Brian Nathan, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004602.

41. Annexed hereto as Exhibit 38 is a true and correct copy of an email chain between Patrick Egan and Plaintiff, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00004628 - DEF00004630.

42. Annexed hereto as Exhibit 39 is a true and correct copy of an email chain between Plaintiff and Douglas Erb, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004631.

43. Annexed hereto as Exhibit 40 is a true and correct copy of an email chain between Plaintiff and Gregory Solometo, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004635.

44. Annexed hereto as Exhibit 41 is a true and correct copy of an email between Plaintiff and Timothy Randall, dated 1/30/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004684. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

45. Annexed hereto as Exhibit 42 is a true and correct copy of an email chain between Altan Yenicay and Plaintiff, dated 4/3/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004815.

46. Annexed hereto as Exhibit 43 is a true and correct copy of an email between Plaintiff and Joe Rundle, dated 1/30/2008, which was produced to Plaintiff during discovery and bears the production number DEF00004980. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

47. Annexed hereto as Exhibit 44 is a true and correct copy of an email chain between Plaintiff and Sarah Port, dated 7/30/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00005004 - DEF00005006.

48. Annexed hereto as Exhibit 45 is a true and correct copy of an email chain between Plaintiff and Cecile Gilbeau, dated 7/30/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00005202 - DEF00005204.

49. Annexed hereto as Exhibit 46 is a true and correct copy of an email chain between Plaintiff and Terry Flynn, dated 8/3/2007, which was produced to Plaintiff during discovery and bears the production number DEF00005330.

50. Annexed hereto as Exhibit 47 is a true and correct copy of an email chain between Plaintiff and Boris Komljenovic, dated 1/24/2008, which was produced to Plaintiff during discovery and bears the production number DEF00005454. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.

51. Annexed hereto as Exhibit 48 is a true and correct copy of an email between Plaintiff and Ian Peacock, dated 8/10/2007, which was produced to Plaintiff during discovery and bears the production number DEF00005523.

52. Annexed hereto as Exhibit 49 is a true and correct copy of an email between Plaintiff and Ian Peacock, dated 8/10/2007, which was produced to Plaintiff during discovery and bears the production number DEF00005539.

53. Annexed hereto as Exhibit 50 is a true and correct copy of an email between Plaintiff and Richard Baumann, dated, which was produced to Plaintiff during discovery and bears the production numbers DEF00005907 - DEF00005908.

54. Annexed hereto as Exhibit 51 is a true and correct copy of an email chain between Plaintiff and Matthew McClean, dated 8/14/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00005972 - DEF00005973.

55. Annexed hereto as Exhibit 52 is a true and correct copy of an email chain between Plaintiff and Robert Macchi, dated 7/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006057 - DEF00006062.

56. Annexed hereto as Exhibit 53 is a true and correct copy of an email chain between Cliff Titus and Plaintiff, dated 3/14/2008, which was produced to Plaintiff during discovery and bears the production number DEF00006107.

57. Annexed hereto as Exhibit 54 is a true and correct copy of an email chain between Plaintiff and Patrick Egan, dated 10/30/2007, which was produced to Plaintiff during discovery and bears the production number DEF00006135.

58. Annexed hereto as Exhibit 55 is a true and correct copy of an email between Plaintiff and Robert Macchi, dated 7/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006177 - DEF00006182.

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59. Annexed hereto as Exhibit 56 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 10/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006197 - DEF00006199.

60. Annexed hereto as Exhibit 57 is a true and correct copy of an email chain between Plaintiff and Robert Macchi, dated 7/16/2007, which was produced to Plaintiff during discovery and bears the production number DEF00006316.

61. Annexed hereto as Exhibit 58 is a true and correct copy of an email chain between Gerry Domanski and Plaintiff, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006434 - DEF00006436.

62. Annexed hereto as Exhibit 59 is a true and correct copy of an email chain between Plaintiff and Melissa Crilley, dated 8/14/2007, which was produced to Plaintiff during discovery and bears the production number DEF00006445.

63. Annexed hereto as Exhibit 60 is a true and correct copy of an email chain between Simon Bradley and Plaintiff, dated 10/3/2007, which was produced to Plaintiff during discovery and bears the production number DEF00006458.

64. Annexed hereto as Exhibit 61 is a true and correct copy of an email chain between Plaintiff and Gregory Solometo, dated 1/9/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006466 - DEF00006467.

65. Annexed hereto as Exhibit 62 is a true and correct copy of an email chain between Ian Peacock and Jerry Lees, with copies to Ian Peacock and Jonathan Carp, dated 1/7/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006505 - DEF00006506. This document was also marked as Defendant's Deposition Exhibit 19 at the Deposition of Plaintiff, taken on February 1, 2010.

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66. Annexed hereto as Exhibit 63 is a true and correct copy of an email chain between Plaintiff and Richard Baumann, dated 12/21/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006511 - DEF00006513.

67. Annexed hereto as Exhibit 64 is a true and correct copy of an email chain between Plaintiff and David N. Shapiro, dated 4/9/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006520 - DEF00006531.

68. Annexed hereto as Exhibit 65 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 8/14/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006569 - DEF00006570. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

69. Annexed hereto as Exhibit 66 is a true and correct copy of an email chain between Ian Peacock and Dominic Romano and Timothy Randall, dated 9/5/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006571 - DEF00006572. This document was also marked as Yenicay Deposition Exhibit 8 at the Deposition of Altan Yenicay, taken on May 19, 2010.

70. Annexed hereto as Exhibit 67 is a true and correct copy of an email chain between Plaintiff and Adam Hartzell, dated 8/23/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006573 - DEF00006580.

71. Annexed hereto as Exhibit 68 is a true and correct copy of an email chain between Plaintiff and Richard Baumann, dated 1/3/2008, which was produced to Plaintiff during discovery and bears the production number DEF00006581.

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72. Annexed hereto as Exhibit 69 is a true and correct copy of an email chain between Plaintiff and Frank Boer, dated 8/6/2007, which was produced to Plaintiff during discovery and bears the production number DEF00006615.

73. Annexed hereto as Exhibit 70 is a true and correct copy of an email chain between Ian Peacock and Dominic Romano and Plaintiff, dated 8/8/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00006640 - DEF00006642.

74. Annexed hereto as Exhibit 71 is a true and correct copy of an email chain between Ian Peacock and Melissa Crilley, dated 1/3/2008, which was produced to Plaintiff during discovery and bears the production number DEF00006643. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.

75. Annexed hereto as Exhibit 72 is a true and correct copy of an email between Plaintiff and Plaintiff, dated 3/25/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006696 - DEF00006697.

76. Annexed hereto as Exhibit 73 is a true and correct copy of an email chain between David N. Shapiro and Plaintiff, dated 4/9/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006738 - DEF00006746.

77. Annexed hereto as Exhibit 74 is a true and correct copy of an email chain between Jonathan Carp and Ian Peacock, dated 1/15/2008, which was produced to Plaintiff during discovery and bears the production number DEF00006771. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

78. Annexed hereto as Exhibit 75 is a true and correct copy of an email chain between Jonathan Carp and Ian Peacock, dated 1/15/2008, which was produced to Plaintiff during discovery and bears the production number DEF00006771. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

79. Annexed hereto as Exhibit 76 is a true and correct copy of an email between Plaintiff and Jonathan Carp, dated 1/30/2008, which was produced to Plaintiff during discovery and bears the production number DEF00006773. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

80. Annexed hereto as Exhibit 77 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 1/30/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00006776 - DEF00006777.

81. Annexed hereto as Exhibit 78 is a true and correct copy of an email chain between Plaintiff and Boris Komljenovic, dated 2/26/2008, which was produced to Plaintiff during discovery and bears the production number DEF00007102. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

82. Annexed hereto as Exhibit 79 is a true and correct copy of an email chain between Plaintiff and Boris Komljenovic, dated 2/26/2008, which was produced to Plaintiff during discovery and bears the production number DEF00007102. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

83. Annexed hereto as Exhibit 80 is a true and correct copy of an email between Plaintiff and Jonathan Carp, dated 8/6/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007200. This document was also marked as part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

84. Annexed hereto as Exhibit 81 is a true and correct copy of an email chain between Plaintiff and Gregory Solometo, dated 1/2/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00007220 - DEF00007221. This document was also marked as Yenicy Deposition Exhibit 14 at the Deposition of Altan Yenicy, taken on May 19, 2010.

85. Annexed hereto as Exhibit 82 is a true and correct copy of an email chain between Plaintiff and Gregory Solometo, dated 1/2/2010, which was produced to Plaintiff during discovery and bears the production numbers DEF00007226 - DEF00007227.

86. Annexed hereto as Exhibit 83 is a true and correct copy of an email chain between Plaintiff and Cliff Titus, dated 1/21/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00007385 - DEF00007386.

87. Annexed hereto as Exhibit 84 is a true and correct copy of an email chain between Plaintiff and Deb Mitten, dated 10/22/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00007409 - DEF00007410.

88. Annexed hereto as Exhibit 85 is a true and correct copy of an email between Plaintiff and Melissa Crilley, dated 11/15/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007424. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.



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89. Annexed hereto as Exhibit 86 is a true and correct copy of an email between Plaintiff and Altan Yenicy, dated 3/26/2008, which was produced to Plaintiff during discovery and bears the production number DEF00007425.

90. Annexed hereto as Exhibit 87 is a true and correct copy of an email between Plaintiff and Ian Peacock, dated 12/5/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007672.

91. Annexed hereto as Exhibit 88 is a true and correct copy of an email between Plaintiff and Altan Yenicy, dated 12/17/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00007809 - DEF00007810.

92. Annexed hereto as Exhibit 89 is a true and correct copy of an email chain between Plaintiff and Altan Yenicy, dated 11/16/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007812 .

93. Annexed hereto as Exhibit 90 is a true and correct copy of an email between Plaintiff and Ian Peacock, dated 11/28/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00007829 - DEF00007841.

94. Annexed hereto as Exhibit 91 is a true and correct copy of an email between Plaintiff and Melissa Crilley, dated 4/9/2008, which was produced to Plaintiff during discovery and bears the production number DEF00007842.

95. Annexed hereto as Exhibit 92 is a true and correct copy of an email chain between Plaintiff and Jerry Lees, dated 11/2/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00007845 - DEF00007846.

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96. Annexed hereto as Exhibit 93 is a true and correct copy of an email chain between Plaintiff and Young Kang, dated 10/23/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007947.

97. Annexed hereto as Exhibit 94 is a true and correct copy of an email between Plaintiff and Geoffrey Bernard, dated 4/9/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00007961 - DEF00007962.

98. Annexed hereto as Exhibit 95 is a true and correct copy of an email chain between Plaintiff and Monica Ramirez, dated 12/3/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007969.

99. Annexed hereto as Exhibit 96 is a true and correct copy of an email between David Zack and Plaintiff, dated 11/30/2007, which was produced to Plaintiff during discovery and bears the production number DEF00007977.

100. Annexed hereto as Exhibit 97 is a true and correct copy of an email chain between Plaintiff and Altan Yenicay, dated 11/16/2007, which was produced to Plaintiff during discovery and bears the production number DEF00008061.

101. Annexed hereto as Exhibit 98 is a true and correct copy of an email between Plaintiff and Ian Peacock, dated 12/5/2007, which was produced to Plaintiff during discovery and bears the production number DEF00008093.

102. Annexed hereto as Exhibit 99 is a true and correct copy of an email chain between Altan Yenicay and Plaintiff, dated 3/27/2008, which was produced to Plaintiff during discovery and bears the production number DEF00008174.

103. Annexed hereto as Exhibit 100 is a true and correct copy of an email chain between Plaintiff and reneeshome@hotmail.com (Plaintiff's personal email address), dated

1/17/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00008178 - DEF00008181.

104. Annexed hereto as Exhibit 101 is a true and correct copy of an email between Plaintiff and Peter@intanamagement.com, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00008237 - DEF00008238.

105. Annexed hereto as Exhibit 102 is a true and correct copy of an email chain between Plaintiff and Ertan F. Yenicay, dated 3/13/2008, which was produced to Plaintiff during discovery and bears the production number DEF00008262.

106. Annexed hereto as Exhibit 103 is a true and correct copy of an email between Plaintiff and Peter@intanamagement.com, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00008266 - DEF00008267.

107. Annexed hereto as Exhibit 104 is a true and correct copy of an email chain between Ian Peacock and Plaintiff, dated 11/13/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00008302 - DEF00008304.

108. Annexed hereto as Exhibit 105 is a true and correct copy of an email between Ian Peacock and Ellen Haas, dated 2/19/2008, which was produced to Plaintiff during discovery and bears the production number DEF00008306.

109. Annexed hereto as Exhibit 106 is a true and correct copy of an email chain between Plaintiff and Monica Ramirez, dated 12/28/2007, which was produced to Plaintiff during discovery and bears the production number DEF00008308.

110. Annexed hereto as Exhibit 107 is a true and correct copy of an email chain between Plaintiff and Elaine Panichi, dated 11/21/2007, which was produced to Plaintiff during discovery and bears the production number DEF00008309. This document was also marked as

part of Defendant's Deposition Exhibit 17 at the Deposition of Plaintiff, taken on February 1, 2010.

111. Annexed hereto as Exhibit 108 is a true and correct copy of an email chain between Plaintiff and Altan Yenicay, dated 1/17/2008, which was produced to Plaintiff during discovery and bears the production number DEF00008334.

112. Annexed hereto as Exhibit 109 is a true and correct copy of an email chain between Ian Peacock and Melissa Crilley, dated 2/25/2008, which was produced to Plaintiff during discovery and bears the production number DEF00008352.

113. Annexed hereto as Exhibit 110 is a true and correct copy of an email between Plaintiff and cgwon@libertyview.com, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00008364 - DEF00008365.

114. Annexed hereto as Exhibit 111 is a true and correct copy of an email chain between Plaintiff and Richard Baumann, dated 11/7/2008, which was produced to Plaintiff during discovery and bears the production number DEF00008441.

115. Annexed hereto as Exhibit 112 is a true and correct copy of an email chain between Robert Macchi and Plaintiff, dated 12/6/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00008449 - DEF00008450.

116. Annexed hereto as Exhibit 113 is a true and correct copy of an email chain between Ian Peacock and Plaintiff, dated 11/8/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00010409 - DEF00010410.

117. Annexed hereto as Exhibit 114 is a true and correct copy of an email chain between tsullivan and Plaintiff, dated 3/24/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00010434 - DEF00010435.

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118. Annexed hereto as Exhibit 115 is a true and correct copy of an email chain between Plaintiff and Altan Yenicay, dated 1/3/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00010457 - DEF00010458.

119. Annexed hereto as Exhibit 116 is a true and correct copy of an email chain between Plaintiff and Gerry Domanski, dated 4/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00011951.

120. Annexed hereto as Exhibit 117 is a true and correct copy of an email chain between Plaintiff and Dominic Romano, dated 1/16/2008, which was produced to Plaintiff during discovery and bears the production number DEF00011961.

121. Annexed hereto as Exhibit 118 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 11/12/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00012064 - DEF00012065.

122. Annexed hereto as Exhibit 119 is a true and correct copy of an email between Plaintiff and Ian Peacock and Timothy Randall, dated 11/5/2007, which was produced to Plaintiff during discovery and bears the production number DEF00012077.

123. Annexed hereto as Exhibit 120 is a true and correct copy of an email chain between Richard Baumann and Plaintiff, dated 11/6/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00002468 –DEF00002469.

124. Annexed hereto as Exhibit 121 is a true and correct copy of an email chain between Plaintiff and Altan Yenicay, dated 12/17/2007, which was produced to Plaintiff during discovery and bears the production number DEF00012078.

125. Annexed hereto as Exhibit 122 is a true and correct copy of an email between Plaintiff and Altan Yenicy, dated 3/31/2008, which was produced to Plaintiff during discovery and bears the production number DEF00012280.

126. Annexed hereto as Exhibit 123 is a true and correct copy of an email chain between Plaintiff and Altan Yenicy, dated 4/8/2008, which was produced to Plaintiff during discovery and bears the production number DEF00012347.

127. Annexed hereto as Exhibit 124 is a true and correct copy of an email between Plaintiff and Altan Yenicy, dated 4/1/2008, which was produced to Plaintiff during discovery and bears the production number DEF00012426.

128. Annexed hereto as Exhibit 125 is a true and correct copy of an email between Plaintiff and Altan Yenicy, dated 3/31/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00012507 - DEF00012508. This document was also marked as Yenicy Deposition Exhibit 24 at the Deposition of Altan Yenicy, taken on May 19, 2010.

129. Annexed hereto as Exhibit 126 is a true and correct copy of an email chain between Plaintiff and Altan Yenicy, dated 12/31/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00012630 - DEF00012631. This document was also marked as Yenicy Deposition Exhibit 13 at the Deposition of Altan Yenicy, taken on May 19, 2010.

130. Annexed hereto as Exhibit 127 is a true and correct copy of an email chain between Plaintiff and Frank Boer, dated 7/18/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00012948 - DEF00012949.

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131. Annexed hereto as Exhibit 128 is a true and correct copy of an email between Plaintiff and Timothy Randall, dated 8/13/2007, which was produced to Plaintiff during discovery and bears the production number DEF00012972. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.

132. Annexed hereto as Exhibit 129 is a true and correct copy of an email chain between Peter J. Young and Plaintiff, dated 9/6/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013000 - DEF00013001.

133. Annexed hereto as Exhibit 130 is a true and correct copy of an email chain between Plaintiff and Robert Macchi, dated 8/1/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013048 - DEF00013049.

134. Annexed hereto as Exhibit 131 is a true and correct copy of an email between Plaintiff and Deb Mitten, dated 8/22/2007, which was produced to Plaintiff during discovery and bears the production number DEF00013056.

135. Annexed hereto as Exhibit 132 is a true and correct copy of an email chain between Plaintiff and Richard Baumann, dated 9/10/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013058 - DEF00013059.

136. Annexed hereto as Exhibit 133 is a true and correct copy of an email chain between Plaintiff and Jayne Tighe, dated 7/18/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013348 - DEF00013355.

137. Annexed hereto as Exhibit 134 is a true and correct copy of an email chain between Plaintiff and Robert Macchi, dated 7/17/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013401 - DEF00013402.

138. Annexed hereto as Exhibit 135 is a true and correct copy of an email chain between Plaintiff and Ian Peacock, dated 10/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013448 - DEF00013449.

139. Annexed hereto as Exhibit 136 is a true and correct copy of an email between Plaintiff and David Zack, with a copy to Elaine Panichi, dated 10/18/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013595.

140. Annexed hereto as Exhibit 137 is a true and correct copy of an email chain between Gregory Solometo and Plaintiff, dated 8/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013647 - DEF00013649.

141. Annexed hereto as Exhibit 138 is a true and correct copy of an email chain between Plaintiff and Jason Goodman, dated 9/6/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00013672 - DEF00013673.

142. Annexed hereto as Exhibit 139 is a true and correct copy of an email between Plaintiff and Adam Hartzell, dated 7/10/2007, which was produced to Plaintiff during discovery and bears the production number DEF00013738.

143. Annexed hereto as Exhibit 140 is a true and correct copy of an email chain between Plaintiff and Altan Yenicay, dated 8/10/2007, which was produced to Plaintiff during discovery and bears the production number DEF00014017. This document was also marked as Defendant's Deposition Exhibit 29 at the Deposition of Plaintiff, taken on February 1, 2010.

144. Annexed hereto as Exhibit 141 is a true and correct copy of an email chain between Jason Goodman and Plaintiff, dated 8/10/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00014060 - DEF00014062.



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145. Annexed hereto as Exhibit 142 is a true and correct copy of an email between Plaintiff and Timothy Randall, dated 7/31/2007, which was produced to Plaintiff during discovery and bears the production number DEF00014154. This document was also marked as part of Defendant's Deposition Exhibit 24 at the Deposition of Plaintiff, taken on February 1, 2010.

146. Annexed hereto as Exhibit 143 is a true and correct copy of an email chain between Plaintiff and Monica Ramirez, dated 1/4/2008, which was produced to Plaintiff during discovery and bears the production number DEF00014498.

147. Annexed hereto as Exhibit 144 is a true and correct copy of an email chain between Plaintiff and Terry Flynn, dated 7/20/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00014506 - DEF00014511.

148. Annexed hereto as Exhibit 145 is a true and correct copy of an email chain between David Zack and Ian Peacock, dated 10/18/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00014654 - DEF00014658. This document was also marked as Defendant's Deposition Exhibit 18 at the Deposition of Plaintiff, taken on February 1, 2010.

149. Annexed hereto as Exhibit 146 is a true and correct copy of an email chain between Plaintiff and Monica Ramirez, dated 1/4/2008, which was produced to Plaintiff during discovery and bears the production number DEF00014685.

150. Annexed hereto as Exhibit 147 is a true and correct copy of an email between Ian Peacock and Cheuvreux's New York office distribution list, dated 3/6/2008, which was produced to Plaintiff during discovery and bears the production number DEF00014755.

151. Annexed hereto as Exhibit 148 is a true and correct copy of an email between reneeshome@hotmail.com (the Plaintiff's personal email address) and Plaintiff's work email address, dated 7/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00014834 - DEF00014851.

152. Annexed hereto as Exhibit 149 is a true and correct copy of an email between reneeshome@hotmail.com (the Plaintiff's personal email address) and Plaintiff's work email address, dated 7/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00014957 - DEF00014980.

153. Annexed hereto as Exhibit 150 is a true and correct copy of an email between reneeshome@hotmail.com (the Plaintiff's personal email address) and Plaintiff's work email address, dated 7/16/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00015039 - DEF00015070.

154. Annexed hereto as Exhibit 151 is a true and correct copy of an email chain between Plaintiff and Matthew McClean, dated 3/27/2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00015305 - DEF00015308.

155. Annexed hereto as Exhibit 152 is a true and correct copy of an email chain between Robert Macchi and Plaintiff, dated 12/6/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00015832 - DEF00015834.

156. Annexed hereto as Exhibit 153 is a true and correct copy of an email chain between Melissa Crilley and Krystal Murray, dated 3/10/2008, which was produced to Plaintiff during discovery and bears the production number DEF00016154.

157. Annexed hereto as Exhibit 154 is a true and correct copy of an email chain (with attachment) between Plaintiff and skravitz@lmppg.com, dated 9/7/2007, which was produced to

Plaintiff during discovery and bears the production number DEF00016671. This document was also marked as Defendant's Deposition Exhibits 10A and 10B at the Deposition of Plaintiff, taken on February 1, 2010.

158. Annexed hereto as Exhibit 155 is a true and correct copy of an email chain between Plaintiff and reneeshome@hotmail.com (the Plaintiff's personal email address), dated 11/29/2007, which was produced to Plaintiff during discovery and bears the production number DEF00016693.

159. Annexed hereto as Exhibit 156 is a true and correct copy of an email chain between Plaintiff and Altan Yenicy, dated 2/1/2008, which was produced to Plaintiff during discovery and bears the production number DEF00016695. This document was also marked as Yenicy Deposition Exhibit 18 at the Deposition of Altan Yenicy, taken on May 19, 2010.

160. Annexed hereto as Exhibit 157 is a true and correct copy of an email chain between Philip Puccio and dhearty@bloomberg.net, dated 7/19/2007, which was produced to Plaintiff during discovery and bears the production numbers DEF00024563.

161. Annexed hereto as Exhibit 158 is a true and correct copy of an email between kbeydoun1@bloomberg and Khaled Beydoun, dated 7/23/2007, which was produced to Plaintiff during discovery and bears the production number DEF00026984.

162. Annexed hereto as Exhibit 159 is a true and correct copy of an email chain between Richard Leighton and Frank Boer, dated 7/20/2007, which was produced to Plaintiff during discovery and bears the production number DEF00030073.

163. Annexed hereto as Exhibit 160 is a true and correct copy of Plaintiff's trip report for January 2008, which was produced to Plaintiff during discovery and bears the production numbers DEF00031575 - DEF00031576.

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164. Annexed hereto as Exhibit 161 is a true and correct copy of Plaintiff's offer letter from Citigroup, dated March 1, 2005. Citigroup produced this document to Cheuvreux pursuant to subpoena, dated April 2, 2010, and it was marked as Defendant's Citi Deposition Exhibit 7 at the Rule 30(b)(6) deposition of Citigroup, taken on July 16, 2010.

165. Annexed hereto as Exhibit 162 is a true and correct copy of emails concerning Plaintiff, produced by Citigroup to Cheuvreux pursuant to subpoena, dated April 2, 2010. Citigroup authenticated these emails at its Rule 30(b)(6) deposition, taken on July 16, 2010, and stipulated that they are business records of Citigroup. These emails were collectively marked as Defendant's Citi Deposition Exhibit 6.

166. Annexed hereto as Exhibit 163 is a true and correct copy of emails concerning Plaintiff or between Plaintiff and Citigroup employees, produced by Citigroup to Cheuvreux pursuant to subpoena, dated April 2, 2010. Citigroup authenticated these emails at its Rule 30(b)(6) deposition, taken on September 17, 2010, and stipulated that they are business records of Citigroup. These emails were collectively marked as Defendant's Citi Deposition Exhibit 9.

167. Annexed hereto as Exhibit 164 is a true and correct copy of a note dated April 2, 2008, which was produced by Plaintiff to Defendant during discovery. This document was also marked as Defendant's Deposition Exhibit 5 at the Deposition of Plaintiff, taken on February 1, 2010.

168. Annexed hereto as Exhibit 165 is a true and correct copy of an email chain between Altan Yenicay and Plaintiff, dated 11/14/2007, which was produced to Plaintiff during discovery and bears the production number DEF00008446.

169. During discovery, Plaintiff's counsel, Matthew T. Schatz, Esq., represented to the undersigned counsel that Ms. Mihalik could not recall which hospital emergency room she

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visited on or about September 4, 2007. Likewise, Plaintiff did not produce any documents confirming that Ms. Mihalik visited a hospital emergency room on that date.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
November 1, 2010

  
BARBARA M. ROTH

1

2 UNITED STATES DISTRICT COURT

3 SOUTHERN DISTRICT OF NEW YORK

4 -----)

5 RENEE MIHALIK, ) Index No.

6 ) 100808/09

7 Plaintiff, )

8 )

9 vs. )

10 )

11 CREDIT AGRICOLE CHEUVREUX )

12 NORTH AMERICA, INC. )

13 )

14 Defendant. )

15 -----)

16

17

18

19 DEPOSITION OF RENEE MIHALIK

20 New York, New York

21 Monday, February 1, 2010

22

23

24 Reported by:

JOMANNA DeROSA, CSR

25 JOB NO. 27451

<p>Page 14</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 16</p> <p>1 MIHALIK 2 working on. So, a total of over -- a little over 3 two years. 4 Q. Okay. And at Lava were you also in 5 AES sales? 6 A. It's the same position. I just got 7 changed over to Citigroup. 8 Q. Okay. So -- so, when you got -- is 9 it fair to say you were laid off by Citi? 10 A. Downsizing. I guess if you want to 11 call that laid off, yes. 12 Q. And what -- that was in April of 13 what year? 14 A. 2007. 15 Q. And did -- how many people were 16 doing the same job you were doing at Citi in the 17 period right before the downsizing? 18 A. At least 18. 19 Q. When you were selected for 20 downsizing, were you told why you were selected? 21 A. Low man on the totem pole. And 22 also not an original Citigroup employee. 23 Q. Okay. Let's go through that. What 24 does "low man on the totem pole" mean? 25 A. There the least amount of time.</p>
<p>Page 15</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 17</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

<p style="text-align: right;">Page 26</p> <p>1 MIHALIK</p> <p>2 Q. Okay. Anybody else other than</p> <p>3 Lehman?</p> <p>4 A. I don't recall, actually.</p> <p>5 Q. Okay. And, obviously, Cheuvreux</p> <p>6 made you an offer. Correct?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Is -- is Sanj a person or</p> <p>9 the name of a company?</p> <p>10 A. It's a person.</p> <p>11 Q. And where does this person work?</p> <p>12 A. At Staffing Global.</p> <p>13 Q. Staffing Global. Okay.</p> <p>14 So, when you referred to Sanj up to</p> <p>15 this point, you were referring to Staffing Global.</p> <p>16 Correct?</p> <p>17 A. Yes. That is the person at</p> <p>18 Staffing Global I was referring to.</p> <p>19 Q. Okay. And where is Staffing Global</p> <p>20 located?</p> <p>21 A. I don't know. He called me.</p> <p>22 Q. Okay. And you never met with him</p> <p>23 at his office?</p> <p>24 A. No.</p> <p>25 Q. Did you ever meet with him at all?</p>	<p style="text-align: right;">Page 28</p> <p>1 MIHALIK</p> <p>2 A. No.</p> <p>3 Q. Oh, okay. I thought you said he</p> <p>4 lived in Hoboken. Sorry.</p> <p>5 All right. So, when -- do you</p> <p>6 recall approximately when you had an interview at</p> <p>7 Cheuvreux?</p> <p>8 A. June 2007.</p> <p>9 Q. Okay. And who did you meet during</p> <p>10 this interview?</p> <p>11 A. I met with Ian Peacock and</p> <p>12 Khaled -- I'm not sure how to say his name --</p> <p>13 Beydoun. And I met with Tim Randall. I believe</p> <p>14 that's it.</p> <p>15 Q. Okay. Did you meet with them</p> <p>16 altogether or separately?</p> <p>17 A. I also had -- I'm sorry. I also</p> <p>18 had a video conference with France after my first</p> <p>19 interview with the people at the office.</p> <p>20 Q. Who in France?</p> <p>21 A. Francois Simone. And I think</p> <p>22 that's it, as far as I can recall.</p> <p>23 Q. Okay. And who -- did you meet with</p> <p>24 these people together or separately?</p> <p>25 A. Separately.</p>
<p style="text-align: right;">Page 27</p> <p>1 MIHALIK</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Where did you meet with him?</p> <p>4 A. We had coffee at Starbucks or</p> <p>5 something for him to meet me and to go over my</p> <p>6 résumé.</p> <p>7 Q. Okay.</p> <p>8 A. It was because he lived in the same</p> <p>9 town.</p> <p>10 Q. In New Jersey?</p> <p>11 A. In Hoboken, yes. He worked up the</p> <p>12 street. So, let's meet for coffee, let's go over</p> <p>13 your résumé and see what we can come up with.</p> <p>14 Q. So, Staffing Global is in Hoboken?</p> <p>15 A. No. He did something else on the</p> <p>16 side.</p> <p>17 Q. So, is it your testimony he was not</p> <p>18 a full-time employee of Staffing Global?</p> <p>19 A. No, he was a full-time employee of</p> <p>20 Staffing Global.</p> <p>21 Q. What do you mean he did something</p> <p>22 else on the side?</p> <p>23 A. He had something else he was in</p> <p>24 Hoboken for.</p> <p>25 Q. I see. He didn't live in Hoboken?</p>	<p style="text-align: right;">Page 29</p> <p>1 MIHALIK</p> <p>2 Q. Each one separately?</p> <p>3 A. Ian Peacock brought me in first,</p> <p>4 spoke to me. Then he had me back a second time,</p> <p>5 and he had wanted me to meet with their -- with</p> <p>6 Khaled and then the rest of the team that I'd be</p> <p>7 working with.</p> <p>8 Q. Okay. Tell me everything you</p> <p>9 remember that Ian Peacock said to you and that you</p> <p>10 said to him during this first meeting?</p> <p>11 A. He told me that he had been through</p> <p>12 a lot of applicants, and I was the first person</p> <p>13 that he thought could actually fill the role that</p> <p>14 he was trying to create. He thought I had the</p> <p>15 knowledge and the confidence and the contacts that</p> <p>16 he was looking for to help him get a kick start on</p> <p>17 the U.S. trading that Cheuvreux was looking to get</p> <p>18 into because they had been like 95 percent</p> <p>19 European at this time. They had European</p> <p>20 research. They didn't have any U.S. research.</p> <p>21 And they were trying to build their U.S. trading</p> <p>22 department. And he was really interested in all</p> <p>23 the contacts that I had to get them into U.S.</p> <p>24 trading.</p> <p>25 Q. Okay. You said that Mr. Peacock</p>



<p style="text-align: right;">Page 30</p> <p>1 MIHALIK</p> <p>2 told you you were the first person who could fill</p> <p>3 the role he was trying to create.</p> <p>4 What role was that?</p> <p>5 A. The role was he wanted me to act as</p> <p>6 liaison between European accounts and salespeople</p> <p>7 and the U.S. to teach them and train them and make</p> <p>8 them feel more comfortable with U.S. trading, and</p> <p>9 also with the contacts that I had to bring those</p> <p>10 clients -- to try to bring those clients on as</p> <p>11 well, teach them U.S. trading, and --</p> <p>12 Q. What contacts did you tell him you</p> <p>13 had?</p> <p>14 A. All the contacts that I had:</p> <p>15 Galleon, Citigroup, Lehman, Deutsche. I mean --</p> <p>16 BlackRock, Wachovia, Galleon, Legg Mason and</p> <p>17 probably some others that I can't recall at this</p> <p>18 time.</p> <p>19 Q. Did you indicate to Mr. Peacock</p> <p>20 that the -- that these companies you just named</p> <p>21 were the source of potential business for</p> <p>22 Cheuvreux?</p> <p>23 A. No.</p> <p>24 Q. What did you understand to be the</p> <p>25 significance of your having these contacts?</p>	<p style="text-align: right;">Page 32</p> <p>1 MIHALIK</p> <p>2 Q. In the year before you left Citi,</p> <p>3 do you know approximately how much those revenues</p> <p>4 were?</p> <p>5 A. I don't recall.</p> <p>6 Q. Do you know if it was in the six</p> <p>7 figures?</p> <p>8 A. Definitely.</p> <p>9 Q. Was it in the seven figures?</p> <p>10 A. It's possible.</p> <p>11 Q. Do you have any way of narrowing in</p> <p>12 on this?</p> <p>13 A. I don't. I don't.</p> <p>14 Q. Do you have any records in your</p> <p>15 possession that would tell you this information?</p> <p>16 A. Citigroup didn't give out records</p> <p>17 like that with clients or revenue.</p> <p>18 Q. Okay. Did you tell Mr. Peacock</p> <p>19 that you expected to be able to do business with</p> <p>20 all the companies you listed when you -- if and</p> <p>21 when you joined Cheuvreux?</p> <p>22 A. I didn't tell him to expect any</p> <p>23 business from anybody. I told him that I could</p> <p>24 get a meeting with him and these people because I</p> <p>25 had senior contacts at these companies.</p>
<p style="text-align: right;">Page 31</p> <p>1 MIHALIK</p> <p>2 A. He looked at my résumé and he said</p> <p>3 I would like to try to get into these companies.</p> <p>4 And seeing I have contacts, senior contacts at the</p> <p>5 companies, we could get into those companies to</p> <p>6 try to sell them on U.S. trading or European</p> <p>7 sales.</p> <p>8 Q. Okay. Did you tell Mr. Peacock</p> <p>9 that you had already made sales to any of these</p> <p>10 companies?</p> <p>11 A. Yes.</p> <p>12 Q. Which ones?</p> <p>13 A. Galleon.</p> <p>14 Q. Any others?</p> <p>15 A. Legg Mason.</p> <p>16 Q. Any others?</p> <p>17 A. BlackRock.</p> <p>18 Q. Anyone else?</p> <p>19 A. LibertyView.</p> <p>20 Q. Anyone else?</p> <p>21 A. No, not that I can recall.</p> <p>22 Q. At -- at Citi had you produced</p> <p>23 revenues from Galleon, BlackRock, Legg Mason, and</p> <p>24 LibertyView?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 33</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 42</p> <p>1 MIHALIK</p> <p>2 A. I recall him asking me about my</p> <p>3 previous employers, if I knew what Cheuvreux did</p> <p>4 and if I understood his position and why I wanted</p> <p>5 to work at Cheuvreux.</p> <p>6 And I said I thought I could help</p> <p>7 out with trying to build up the U.S. trading</p> <p>8 department. And I have prior experience in</p> <p>9 research sales and prior experience in trading and</p> <p>10 prior experience in AES sales and service, at</p> <p>11 least ten years.</p> <p>12 And not much more. I asked him</p> <p>13 what his role was and, you know, how he felt the</p> <p>14 market was and stuff. Just 15 minutes only.</p> <p>15 Q. Where did you obtain your initial</p> <p>16 training and experience in AES sales?</p> <p>17 A. At -- let's see. Well, alternative</p> <p>18 execution itself, I learned of the platforms when</p> <p>19 I traded at Spear Leeds. I was an</p> <p>20 over-the-counter trader, so I actually used the</p> <p>21 alternative execution systems along with trading,</p> <p>22 so I traded. I learned how to use them there.</p> <p>23 And once you learn how to use something, it's</p> <p>24 training, and the sales came later. So I first</p> <p>25 started using the platforms and the electronic</p>	<p style="text-align: right;">Page 44</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 43</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 45</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 46</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 48</p> <p>1 MIHALIK 2 Q. No? 3 So at the end of this second 4 meeting at Cheuvreux, did you meet with anyone 5 else other than -- withdrawn. That was a terrible 6 question. 7 Other than the -- other than the 8 three people you've talked about during your 9 second meeting at Cheuvreux, did you see anyone 10 else? 11 A. Probably the HR. I think her name 12 was -- I'm not sure what her name was. There was 13 an HR girl there that had no longer been there. 14 She brought me in. 15 Q. Is this Simone Charles? 16 A. Yes. She had just brought me in to 17 meet with the, you know, people. 18 And other than that, I did not meet 19 privately with anybody else one-on-one. I might 20 have seen other people around, but I didn't meet 21 one-on-one with anybody else that I can recall. 22 Q. Okay. Did you say anything to 23 Ms. Charles or did she say anything to you other 24 than hello? 25 A. She wasn't very talkative. No, I</p>
<p style="text-align: right;">Page 47</p> <p>1 MIHALIK 2 met with you in Mr. Peacock's office. 3 Why did the meeting not take place 4 in Mr. Randall's office? 5 A. Mr. Randall did not have an office. 6 Q. Okay. Did you have an 7 understanding of why Mr. Randall didn't have an 8 office? 9 A. He wasn't the CEO or he wasn't a 10 manager or -- there's only -- it was a very small 11 office. There was only two offices there really, 12 so -- 13 Q. There were only two offices there? 14 A. Well, two offices for the people 15 aside from the compliance officer. 16 Q. Okay. And who occupied those two 17 offices? 18 A. Ian Peacock and Khaled Beydoun. 19 Q. Okay. 20 A. Ian had an office, but he mostly 21 sat on the floor. 22 Q. Okay. Is it a fair statement that 23 Ian's office was the place that was sort of used 24 as a conference room as well? 25 A. No.</p>	<p style="text-align: right;">Page 49</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

<p style="text-align: right;">Page 50</p> <p>1 MIHALIK</p> <p>2 A. Not more than a half an hour.</p> <p>3 Q. And tell me everything you said to</p> <p>4 him and he said to you.</p> <p>5 A. He asked me what I thought I had to</p> <p>6 offer Cheuvreux.</p> <p>7 And I said I had senior level</p> <p>8 contacts at some big firms and that I had a lot of</p> <p>9 U.S. trading knowledge. I had been a trader. I</p> <p>10 had experience for ten years. I thought I could</p> <p>11 offer Cheuvreux experience and contacts.</p> <p>12 And as far as I can recall, just --</p> <p>13 he had not that many questions, but I believe he</p> <p>14 had spoken with Ian.</p> <p>15 Q. And what leads you to believe he</p> <p>16 had spoken with Ian?</p> <p>17 A. Ian told me that he had told</p> <p>18 Francois Simone that he wanted to meet with or,</p> <p>19 you know, interview me because he had told him</p> <p>20 about me.</p> <p>21 Q. Okay.</p> <p>22 A. So he told me -- Ian Peacock told</p> <p>23 me that he had spoke to him and that he was</p> <p>24 interested in speaking to me.</p> <p>25 Q. Did there come a time when you</p>	<p style="text-align: right;">Page 52</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 51</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 53</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 54</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 56</p> <p>1 MIHALIK 2 to -- in the office to take that list of clients 3 that we already had and to build that up as well, 4 trying to get the people that are trading only 5 European stocks to trade U.S., or people that are 6 trading U.S. to trade more. 7 Q. Okay. So the last thing you said 8 was similar to the first thing. First thing, I 9 think, was try to get European clients to trade 10 U.S. 11 And the last thing was working with 12 the research people to try to get existing clients 13 to trade U.S. Correct? 14 A. Right. My first endeavor, 15 according to Ian Peacock, was for me to take the 16 existing clientele, European clientele and 17 European sales, to try to get them to trade U.S. 18 Q. Okay. 19 A. Using existing clients to generate 20 new business. 21 Q. Okay. Is it a fair statement that 22 you were comfortable with these duties that were 23 set forth for you? 24 A. Yes. 25 Q. Okay. When you got to Cheuvreux,</p>
<p style="text-align: right;">Page 55</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 57</p> <p>1 MIHALIK 2 what did you do to try to get European clients to 3 trade U.S.? 4 A. I visited Europe: France, London, 5 Germany. I worked with the U.S. sale -- European 6 sales department to get a list of their clients, 7 try to set up -- have them help me set up meetings 8 to meet with them and explain to them U.S. markets 9 and alternative execution platforms and the 10 algorithms that we had at the time and to try to 11 generate new business. 12 Q. Okay. When did you go to Europe 13 the first time? 14 A. Within the first two months that I 15 was there. 16 Q. And how long did you spend? 17 A. I think the first time I went, I 18 was there for a week. 19 Q. Okay. You went to France, London 20 and Germany? 21 A. Not the first time. The first time 22 I went, I just went to France and London. 23 Q. Did there come a point when you 24 went to Germany? 25 A. Yes.</p>

<p style="text-align: right;">Page 58</p> <p>1 MIHALIK</p> <p>2 Q. Okay. All right. So focusing on</p> <p>3 the first trip, you went to France and -- Paris?</p> <p>4 A. Yes.</p> <p>5 Q. Paris and to London.</p> <p>6 Prior to that trip, did you set up</p> <p>7 meetings with people in Paris and London?</p> <p>8 A. I had sent out what I proposed</p> <p>9 would be my plan with how I was going to approach</p> <p>10 my duties. So I sent out an e-mail with -- it's a</p> <p>11 rudimentary sort of business plan, stating that --</p> <p>12 what I was going to do with my bimonthly visits to</p> <p>13 Europe to work with the salespeople.</p> <p>14 They were supposed to be calling</p> <p>15 their clients and say, Hey, you know, I have an</p> <p>16 expert here in the U.S. markets, you know.</p> <p>17 They're already their clients, so</p> <p>18 for me to call up their clients, that wasn't -- I</p> <p>19 wasn't supposed to do that. I was supposed --</p> <p>20 they were supposed to help me get in there because</p> <p>21 they were their clients already, and I was</p> <p>22 supposed to work with them to try to get them on</p> <p>23 the page that they understood, the U.S. markets</p> <p>24 and such. So I didn't personally call their</p> <p>25 clients.</p>	<p style="text-align: right;">Page 60</p> <p>1 MIHALIK</p> <p>2 Q. Okay. And did they try?</p> <p>3 A. Yes.</p> <p>4 Q. And did they succeed?</p> <p>5 A. Some.</p> <p>6 Q. On your first trip to Europe, to</p> <p>7 Paris and London, with whom did you meet?</p> <p>8 A. I met with the whole sales team</p> <p>9 there.</p> <p>10 Q. In each of Paris and London, you</p> <p>11 met with the whole sales team?</p> <p>12 A. As available as -- the people who</p> <p>13 were available. I met with whoever was available</p> <p>14 at the time when I was there.</p> <p>15 Q. Do you remember the names of people</p> <p>16 you met?</p> <p>17 A. Phillippe Le Prince was in France.</p> <p>18 Andrew Hawgood.</p> <p>19 The names are escaping me right</p> <p>20 now. Sorry.</p> <p>21 Q. Okay. About how many people did</p> <p>22 you meet in Paris?</p> <p>23 A. Maybe seven on the floor, sales and</p> <p>24 trading. And then I met with Francois Simone, the</p> <p>25 management there, to introduce myself personally.</p>
<p style="text-align: right;">Page 59</p> <p>1 MIHALIK</p> <p>2 The salespeople were supposed to</p> <p>3 say, Hey, I have a girl coming. She understands.</p> <p>4 She's an expert in U.S. markets. I know you're</p> <p>5 not trading in U.S. markets. If you have any</p> <p>6 questions or whatnot.</p> <p>7 Q. Who told you that the European</p> <p>8 salespeople were supposed to be setting up</p> <p>9 meetings for you?</p> <p>10 A. Ian Peacock told me that I was</p> <p>11 supposed to call and introduce myself and meet</p> <p>12 with the sales teams from the other offices</p> <p>13 overseas. I was supposed to introduce myself to</p> <p>14 them, and then from there I was supposed to work</p> <p>15 with them and their clients to try to generate</p> <p>16 U.S. trading business.</p> <p>17 Q. Okay. Did you call the people in</p> <p>18 London and Paris, the salespeople, to introduce</p> <p>19 yourself?</p> <p>20 A. I did.</p> <p>21 Q. Did you ask them to set up meetings</p> <p>22 for you?</p> <p>23 A. I did.</p> <p>24 Q. What did they say?</p> <p>25 A. They said they would try.</p>	<p style="text-align: right;">Page 61</p> <p>1 MIHALIK</p> <p>2 Q. And London?</p> <p>3 A. In London I also met with</p> <p>4 management and the salespeople that were available</p> <p>5 there.</p> <p>6 Q. Okay. Do you remember the names of</p> <p>7 anyone you met in London?</p> <p>8 A. I met with Gerry Lees. I met</p> <p>9 with -- I'm sorry. The names are escaping me</p> <p>10 right now.</p> <p>11 Q. Okay. Did you meet with any</p> <p>12 clients in Paris?</p> <p>13 A. Yes.</p> <p>14 Q. Who?</p> <p>15 A. I don't recall.</p> <p>16 Q. How many?</p> <p>17 A. Maybe two.</p> <p>18 Q. And who had set that up for you?</p> <p>19 A. The salespeople.</p> <p>20 Q. Tell me everything you remember</p> <p>21 about the meetings with the clients in Paris.</p> <p>22 A. The salespeople were, I felt,</p> <p>23 slightly reluctant to have me in to their clients,</p> <p>24 to see them.</p> <p>25 Q. What made you feel that way?</p>

<p>Page 86</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 88</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p>Page 87</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 89</p> <p>1 MIHALIK 2 Q. Yes. And why? 3 A. Because the CEO would trade 4 directly with me U.S. stocks. 5 Q. Okay. Through AES? 6 A. No. He IM'd me trades, and he 7 e-mailed me with trades. 8 Q. And you personally did those 9 trades? 10 A. The traders traded the stock. I 11 just took the order and told them. 12 Q. Okay. How much in trading revenue 13 did you do with Galleon? 14 A. I don't recall exactly. 15 Q. Do you have an estimate? 16 A. I don't. 17 Q. Okay. Any other company for which 18 you believe you should have been credited with 19 revenue generation? 20 A. No. The companies that I brought 21 on were either in contract or in training. I 22 mean -- yes, training on the particular platform 23 that they were using. So, I never saw any of the 24 revenue -- I don't know what happened after I 25 left, but I was only there for eight months and</p>

<p style="text-align: right;">Page 90</p> <p>1 MIHALIK</p> <p>2 the clients that I did bring on, or that did</p> <p>3 agree, they were either in contract or they had</p> <p>4 just said yes, or I just had a meeting with them.</p> <p>5 So, aside from the clients that</p> <p>6 actually sent in the contracts and did trade, and</p> <p>7 with Galleon did -- doing specific trading with</p> <p>8 me, there was no other record.</p> <p>9 Q. So, is it your testimony that none</p> <p>10 of the clients did AES training while you were</p> <p>11 there?</p> <p>12 A. Yes. They didn't have -- the</p> <p>13 contracts weren't back, and their systems weren't</p> <p>14 set up yet. So, they had no way to do that.</p> <p>15 Q. Okay. What does it mean "the</p> <p>16 contracts weren't back"?</p> <p>17 A. You can't trade without -- just</p> <p>18 like I can't go to work without signing this</p> <p>19 contract. They had trading contracts, know your</p> <p>20 client, you know, due diligence. Everything had</p> <p>21 to be filled out and sent back and processed.</p> <p>22 Q. How long did it take?</p> <p>23 A. It depends on the client, but the</p> <p>24 larger the client, the longer the process. And in</p> <p>25 the same term, the smaller the client, the longer</p>	<p style="text-align: right;">Page 92</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 91</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 93</p> <p>1 MIHALIK</p> <p>2 were at Cheuvreux for nine months.</p> <p>3 Is that a fair calculation?</p> <p>4 A. Eight months.</p> <p>5 Q. Let's see. You started in July.</p> <p>6 Right?</p> <p>7 A. July 9th.</p> <p>8 Q. July 9th. July, August, September,</p> <p>9 October, November, December, January, February,</p> <p>10 March, April. I get nine.</p> <p>11 A. Okay.</p> <p>12 Q. Is that right? All right.</p> <p>13 So, during those nine months, other</p> <p>14 than introducing these companies with which you</p> <p>15 had prior contacts, what did you understand you</p> <p>16 were supposed to be doing while you were at</p> <p>17 Cheuvreux?</p> <p>18 A. Okay. Learning about Cheuvreux and</p> <p>19 all of their products, and how to talk about their</p> <p>20 products. I was to put together something that</p> <p>21 didn't exist, a U.S. presentation. I set up a</p> <p>22 checklist of -- of how to set up a new client.</p> <p>23 They had a very precarious way of setting up a new</p> <p>24 client. It wasn't step one, two, three, and</p> <p>25 things would get lost and people, you know, so, I</p>



<p style="text-align: right;">Page 98</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 100</p> <p>1 MIHALIK 2 10th, 2003. Is that correct? 3 A. Yes. 4 Q. Okay. Why did you leave? 5 A. Because Instinet took over Island 6 ECN. This is when -- this is how I was explaining 7 before, how their alternative execution platforms 8 are separate from the companies themselves. 9 So, Lava was the platform 10 and Citigroup brought them. Instinet was the 11 platform -- or INET and Instinet have their own 12 platform -- INET and Island were -- were 13 competitors, so, they came one, and that's why 14 they let -- they brought the people from Island to 15 Instinet, and then they let most of the Island 16 people go after that. 17 Q. So you were terminated by INET? 18 A. Yes. 19 Q. Why? 20 A. Downsizing, because the two 21 companies were put together and there was too many 22 people, and they kept the Instinet people and let 23 most of the Island people go, which is where I 24 originally was. 25 Q. Okay. If you look further down the</p>
<p style="text-align: right;">Page 99</p> <p>1 MIHALIK 2 Q. Okay. Let's start at the top. We 3 have Credit Agricole Cheuvreux. And that's why 4 we're here. You've already -- the one below that 5 is Citigroup Global Markets. Correct? 6 A. Yes. 7 Q. And Lava Trading. I believe you 8 testified that Lava Trading merged into Citigroup. 9 Correct? 10 A. Yes. 11 Q. And that you were downsized from 12 that organization. Correct? 13 A. From Citigroup, not Lava. 14 Q. Yes. 15 A. Right. 16 Q. I'm considering those two together. 17 Below that is something called INET ATS. 18 Do you see that? 19 A. Yes. 20 Q. What is that? 21 A. It's -- it's the same -- it's 22 Instinet. It's just their alternative trading 23 system. I don't know why that's -- I don't 24 understand that, why that's there. 25 Q. Okay. And you left there on April</p>	<p style="text-align: right;">Page 101</p> <p>1 MIHALIK 2 list, it has: 3 "Goldman Sachs execution and 4 clearing." 5 Do you see that? 6 A. Yes. 7 Q. Okay. And it says that "full 8 termination." 9 What were the circumstances of your 10 departure from that position? 11 A. Goldman Sachs took over Spear Leeds 12 &amp; Kellogg at the time. And that was also around 13 the time September 11th happened, so the markets 14 basically crashed and the companies merged. And 15 again, I wasn't there that long. And Goldman 16 Sachs used their traders, and the people at Spear 17 Leeds &amp; Kellogg -- most of the people that were 18 there for two years and less were let go. 19 Q. Okay. So -- and you were let go -- 20 A. Yes. 21 Q. -- as well? 22 A. Yes. 23 Q. And you worked at UBS Financial 24 Services in February of 2000. 25 What were the circumstances of your</p>

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 MIHALIK 2 A. No. 3 Q. So what did you do, then, on your 4 second and third trips to London or Paris? 5 A. I went to the meetings that they 6 did set up and -- 7 Q. All right. Then they did set up 8 meetings for you on the second and third trips. 9 Correct? 10 A. Yes. Not the same clients as last 11 time. 12 Q. Okay. Did you make any efforts to 13 see the clients in London and Paris that -- to 14 whom you had been introduced on your first trip? 15 A. I left it to the salespeople. They 16 wanted me to be secondary to their talks to 17 their -- they were their clients and they wanted 18 to have the conversation with them. I was just 19 there to help them and explain to their clients 20 or, you know, answer any questions. So I -- 21 Q. Did you let those clients know, by 22 e-mail or any other way, that you were returning 23 to Europe? 24 A. Yes. 25 Q. And so you did maintain some

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<p>1 MIHALIK</p> <p>2 independent contact with those clients that you'd</p> <p>3 met on the first trip. Correct?</p> <p>4 A. Yeah.</p> <p>5 Q. But you did not go back and visit</p> <p>6 them again. Correct?</p> <p>7 A. Maybe one, but I don't recall.</p> <p>8 Q. Who?</p> <p>9 A. I don't recall the name.</p> <p>10 Q. Now, in paragraph 8 of your</p> <p>11 complaint, you say:</p> <p>12 "Peacock knowingly allowed</p> <p>13 pornography in the office and on employee</p> <p>14 computers."</p> <p>15 Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. What pornography did Mr. Peacock</p> <p>18 allow in the office and on employee computers?</p> <p>19 A. Women naked. He would start</p> <p>20 laughing and say -- and I -- because he sat right</p> <p>21 next to me.</p> <p>22 I'd go, What are you looking at?</p> <p>23 He -- Oh, check this out.</p> <p>24 And I would just kind of lean over.</p> <p>25 One time I remember a guy hanging by his genitals.</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 111	Page 113
<p>1 MIHALIK</p> <p>2 That was one thing that stuck out. But women</p> <p>3 naked laying there, stuff like that.</p> <p>4 Q. Do you -- when did this happen?</p> <p>5 A. Throughout the whole time I was</p> <p>6 there.</p> <p>7 Q. How often did this happen?</p> <p>8 A. Well, he would call me over, I</p> <p>9 don't know, once or twice a month, maybe,</p> <p>10 something like that, with something that was</p> <p>11 really out of the box, you know. That's why I</p> <p>12 remember the guy hanging from his genitals because</p> <p>13 that was, oh, my God.</p> <p>14 Q. Now, let's talk about this guy</p> <p>15 hanging from his genitals.</p> <p>16 Do you know -- did Mr. Peacock call</p> <p>17 you over to see that picture?</p> <p>18 A. Yes.</p> <p>19 Q. Yes?</p> <p>20 A. He was laughing.</p> <p>21 And I was like, What are you</p> <p>22 laughing at?</p> <p>23 He's like, Check this out.</p> <p>24 Q. Okay. So he -- but he -- did he</p> <p>25 call you over to see that?</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1	1 MIHALIK
2	2 there was somebody on the far side of your
3	3 computer who was facing you and looking at their
4	4 computer?
5	5 A. Yes.
6	6 Q. Okay. And then there was -- is it
7	7 a fair statement that there was somebody on either
8	8 side of you facing their computer, somebody to
9	9 your right and somebody to your left?
10	10 A. Facing their computers?
11	11 Q. Yes. Correct?
12	12 A. Yes.
13	13 Q. And then each of those people, your
14	14 neighbors, had people facing them with computers
15	15 across the row. Correct?
16	16 A. Yes.
17	17 Q. So if I can try to describe it,
18	18 there were rows of desks that were two desks deep,
19	19 and people sat on either side of the rows in front
20	20 of computers and faced each other -- faced each
21	21 other across the row. Correct?
22	22 A. That's right.
23	23 Q. Okay. And how many rows like that
24	24 were there?
25	25 A. Three down the center. Well, the

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<p>1 MIHALIK</p> <p>2 room was set up where research sales was</p> <p>3 perpendicular to the trading and AES. So the</p> <p>4 center of the room was set up with three rows as</p> <p>5 you described.</p> <p>6 Q. Okay. And if I -- withdrawn.</p> <p>7 If you were sitting in your seat,</p> <p>8 did your seat swivel?</p> <p>9 A. As far as I can recall, it did.</p> <p>10 Q. Did you ever swivel around in your</p> <p>11 seat?</p> <p>12 A. Yes.</p> <p>13 Q. And when you swiveled around in</p> <p>14 your seat, could you see the row in back of you</p> <p>15 and the people facing their computers in that row?</p> <p>16 A. Yes.</p> <p>17 Q. And could you see their screens?</p> <p>18 A. Yes.</p> <p>19 Q. Did you ever see any pornography on</p> <p>20 any of their screens?</p> <p>21 A. No.</p> <p>22 Q. Do you know if they ever swiveled</p> <p>23 their chairs around to look at your row?</p> <p>24 A. I don't know.</p> <p>25 MR. SCHATZ: Objection.</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 MIHALIK</p> <p>2 Q. Did any of them ever tell you that</p> <p>3 they had seen any pornography on any computer</p> <p>4 screens in your row?</p> <p>5 A. No.</p> <p>6 Q. Now, you described -- you said</p> <p>7 there was pornography all around. Is that</p> <p>8 correct?</p> <p>9 A. Yes.</p> <p>10 Q. Tell me everywhere that was "all</p> <p>11 around." Tell me all the pornography that was all</p> <p>12 around and where it was.</p> <p>13 A. It was in London at Andrew</p> <p>14 Hawgood's desk. It was in -- next door to me and</p> <p>15 at Ian's -- Ian -- next door to me at Tim</p> <p>16 Randall's desk and again at Ian Peacock's desk.</p> <p>17 That would be -- I would consider that all around</p> <p>18 me.</p> <p>19 Q. Okay. And -- all right. So you</p> <p>20 saw -- is it a fair statement that you saw</p> <p>21 pornography on Andrew Hawgood's computer on one</p> <p>22 occasion? Correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Did you see pornography on</p> <p>25 anybody else's computer other than Tim Randall and</p>	<p>1 MIHALIK</p> <p>2 A. Can you ask the question a</p> <p>3 different way.</p> <p>4 Q. Well, we've talked about</p> <p>5 pornography that you saw on computers.</p> <p>6 Pornography anywhere else other</p> <p>7 than on computers?</p> <p>8 A. As in a magazine?</p> <p>9 Q. As in anything.</p> <p>10 A. I did not, no.</p> <p>11 Q. Okay. Now, when -- let's focus on</p> <p>12 Mr. Randall for a moment.</p> <p>13 When Mr. Randall saw pornography,</p> <p>14 did he draw your attention to it?</p> <p>15 MR. SCHATZ: Objection.</p> <p>16 A. No.</p> <p>17 MS. ROTH: Okay. What's the basis</p> <p>18 of your objection?</p> <p>19 MR. SCHATZ: It was asked and</p> <p>20 answered.</p> <p>21 Q. When -- other than the one time</p> <p>22 that you've already described, did Mr. Peacock</p> <p>23 draw your attention to pornography on his computer</p> <p>24 when he was looking at it?</p> <p>25 A. Yes.</p>

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<p>1 MIHALIK</p> <p>2 Q. Okay. How many times did he do</p> <p>3 that?</p> <p>4 A. I'd have to approximate and say</p> <p>5 maybe ten to 15 --</p> <p>6 Q. Okay.</p> <p>7 A. -- throughout the course of the</p> <p>8 five months for 2007.</p> <p>9 Q. Okay.</p> <p>10 A. From July to 2007 -- December of</p> <p>11 2007.</p> <p>12 Q. Okay. Did it stop after December</p> <p>13 of 2007?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Did -- what stopped after</p> <p>16 2007?</p> <p>17 I'm going to rephrase that because</p> <p>18 I don't want to confuse you at all here. I'm</p> <p>19 confusing myself.</p> <p>20 So it is your testimony that you</p> <p>21 did not see pornography in the workplace after</p> <p>22 December of 2007. Is that correct?</p> <p>23 A. Not on Ian Peacock's desk.</p> <p>24 Q. Did you see it anywhere else after</p> <p>25 December of 2007?</p>	<p>1 MIHALIK</p> <p>2 A. I didn't complain to anybody.</p> <p>3 Q. Okay. Did you report this to</p> <p>4 anybody?</p> <p>5 A. I reported conduct unbecoming of a</p> <p>6 CEO to the compliance officer, David Zack, after a</p> <p>7 lot of stuff had happened.</p> <p>8 Q. Okay. We'll get there.</p> <p>9 A. Uh-huh.</p> <p>10 Q. Did you -- but it's your testimony</p> <p>11 that you did not report to -- all right. Let's</p> <p>12 focus for a moment on 2007. I think this is --</p> <p>13 this makes it easier.</p> <p>14 Did you report in 2007 to anyone</p> <p>15 that Mr. Peacock or Mr. Randall was viewing</p> <p>16 pornography in the workplace?</p> <p>17 A. Not -- I didn't complain</p> <p>18 specifically about "the pornography." No, I did</p> <p>19 not.</p> <p>20 Q. Okay. In -- let's talk about the</p> <p>21 compliance director for a second.</p> <p>22 Before we go there, did you -- did</p> <p>23 you socialize with people in the office?</p> <p>24 A. Socialize as in --</p> <p>25 Q. Did you -- did you spend time with</p>
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<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 130</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 132</p> <p>1 MIHALIK</p> <p>2 you meant or were you just really meaning to refer</p> <p>3 to Mr. Peacock when you used the term "Cheuvreux"</p> <p>4 here?</p> <p>5 A. No. I also said David Zack. I had</p> <p>6 told him as well. And, actually, I don't have it,</p> <p>7 but I drafted an e-mail that I was going to send</p> <p>8 to Ian Peacock regarding his actions as CEO and</p> <p>9 his actions towards me.</p> <p>10 Q. Well, we have it, so we'll talk</p> <p>11 about it a little bit later. We'll show it to</p> <p>12 you.</p> <p>13 A. Have what?</p> <p>14 Q. That e-mail, I believe.</p> <p>15 A. I didn't send the e-mail.</p> <p>16 Q. I know, but I believe we have it,</p> <p>17 and I think it's been produced to you in this</p> <p>18 case.</p> <p>19 A. Okay.</p> <p>20 Q. I'll show it to you. Maybe it is</p> <p>21 and maybe it is in the e-mail. You'll tell us.</p> <p>22 We don't really know what it is.</p> <p>23 In that paragraph you use a term</p> <p>24 called "gender hostility." What do you mean by</p> <p>25 that?</p>
<p style="text-align: right;">Page 131</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 133</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 134</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 136</p> <p>1 MIHALIK 2 that because you were a woman, you weren't as 3 smart as the men, and that you -- and that he said 4 it in front of that guy. What guy was that? 5 A. John. 6 Q. John who? John Palazzo? 7 A. Yes, thank you. 8 Q. It's the only John I know. 9 Who else heard this? 10 A. I don't think anybody else heard 11 it. They heard the actual argument after I had 12 protested that I didn't think that was fair. But 13 the people in the bar, I'm sure, noticed the -- 14 the argument. 15 Q. Okay. Did you tell anybody about 16 this after it happened? 17 A. You know, I didn't tell anybody. I 18 heard rumors in the office of another woman that 19 had been fired before me who actually complained 20 about things, and was harassed and let go, and 21 fired too. So, I figured, you know, if I said 22 something that I'd be fired, so I -- 23 Q. Who was the other woman? 24 A. I'm not sure of her name. She was 25 there prior to my employment.</p>
<p style="text-align: right;">Page 135</p> <p>1 MIHALIK 2 would say that because you were a woman, you 3 weren't as smart as the men. Correct? 4 A. Yes. 5 Q. Tell me the -- when did he say 6 this? 7 A. He said it to me many times. He 8 said it in front of that guy. We actually had an 9 argument. We were at a whole team gathering in 10 January at The Grove, and we actually got into an 11 argument inside the bar about how he portrayed me, 12 and how I was to respect John because he's male, 13 he's more powerful than I am, and I need to learn 14 stuff from him and he has, you know, more 15 experience than I do, and, you know, that I should 16 respect him because he's more powerful than I am 17 and I need to learn from him. 18 Q. Who was this in front of? 19 A. Whoever was at the bar. 20 Q. Who was there? 21 A. If I had a list, I could tell you. 22 I can't remember, off the top of my head, of all 23 the people that were standing around the bar. 24 Q. All right. You just said, though, 25 that he said that you -- if you were a woman --</p>	<p style="text-align: right;">Page 137</p> <p>1 MIHALIK 2 Q. In New York? 3 A. Yes. 4 Q. Okay. 5 A. I voiced my concern to Mr. Peacock 6 at the time that he said that to me, and I got 7 aggressive with him, and telling him how I felt 8 about him degrading me at that time, humiliating 9 me in front of the newest employee, John Palazzo, 10 and that he -- you know, his -- his qualifications 11 were so much, you know, greater than mine. 12 Q. What did -- where did this occur? 13 A. Where did this conversation occur? 14 Q. Where did this conversation occur? 15 A. The Grove in -- in London. 16 Q. Okay. And -- and this is at a bar? 17 A. It was at the bar inside the hotel 18 that we were having the conference or the -- the 19 gathering at. 20 Q. Okay. Had you been drinking? 21 A. No. 22 Q. And there were other colleagues of 23 yours present at the bar. Correct? 24 A. Yes. 25 Q. Okay. But it's your testimony that</p>



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<p>1 MIHALIK</p> <p>2 no one else heard it?</p> <p>3 A. They didn't hear our private</p> <p>4 conversation, us three talking, no.</p> <p>5 Q. Okay. But Mr. Palazzo heard the</p> <p>6 conversation?</p> <p>7 A. Of course. He was involved in the</p> <p>8 conversation.</p> <p>9 Q. Okay. All right. Did you -- so --</p> <p>10 so, it's also your testimony then that you did not</p> <p>11 complain to anyone about what had been said to you</p> <p>12 at that conversation at the bar?</p> <p>13 MR. SCHATZ: Objection.</p> <p>14 A. I complained to Ian.</p> <p>15 Q. Yes. And other than Ian, did you</p> <p>16 complain to anyone else?</p> <p>17 A. People asked me what I was arguing</p> <p>18 about, and I just said that me and Ian had a --</p> <p>19 had a conflict of interest. I didn't want to say</p> <p>20 anything. I was afraid to say something. I</p> <p>21 thought that I was going to be harassed further</p> <p>22 and fired, and I didn't want to lose my job. I</p> <p>23 loved my job.</p> <p>24 Q. And when did you speak to Ian about</p> <p>25 it?</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 146</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 148</p> <p>1 MIHALIK</p> <p>2 A. By making the comments themselves,</p> <p>3 he did -- he encouraged others around to the same</p> <p>4 act, the same type of discriminating --</p> <p>5 Q. Please listen to my question.</p> <p>6 During what period of time did</p> <p>7 Mr. Peacock make these comments?</p> <p>8 A. Like from month-to-month?</p> <p>9 Q. You -- you arrived in July 2007.</p> <p>10 You departed in April of 2008. During what time,</p> <p>11 during what dates, at what time during your tenure</p> <p>12 at Cheuvreux did Mr. Peacock make these comments</p> <p>13 to you and encourage others to make similar</p> <p>14 comments?</p> <p>15 A. Between when I first started in</p> <p>16 July until about the end of December 2007.</p> <p>17 Q. Okay. And did you tell anybody</p> <p>18 that Mr. Peacock was doing this during the period</p> <p>19 of July through December of 2007?</p> <p>20 A. Yes. I told David Zack.</p> <p>21 Q. Okay. And we'll get to your</p> <p>22 conversations with Mr. Zack.</p> <p>23 You next allege that Mr. Peacock</p> <p>24 intimidated and humiliated you by repeatedly</p> <p>25 commenting on your appearance in the workplace,</p>
<p style="text-align: right;">Page 147</p> <p>1 MIHALIK</p> <p>2 Q. Do you -- do you think that that --</p> <p>3 that calling someone a chick is a discriminatory</p> <p>4 or harassing comment?</p> <p>5 A. I believe so, yes.</p> <p>6 Q. Okay. Who heard -- who heard</p> <p>7 Mr. Peacock make sexually degrading comments to</p> <p>8 you?</p> <p>9 A. Andrew Hawgood, Khaled and Tim</p> <p>10 Randall.</p> <p>11 Q. Anyone else?</p> <p>12 A. Not that I know of.</p> <p>13 Q. Now, you said that -- that</p> <p>14 Mr. Peacock made comments in daily meetings.</p> <p>15 Correct?</p> <p>16 A. He made -- not specifically towards</p> <p>17 how I was dressed, but comments.</p> <p>18 Q. Okay. Now, the -- I think we've</p> <p>19 already talked about the pornography -- oh,</p> <p>20 withdrawn.</p> <p>21 Before we leave the first subject,</p> <p>22 during what period of time did Mr. Peacock make</p> <p>23 these comments about your -- your appearance and</p> <p>24 encourage associates to make similarly degrading</p> <p>25 comments?</p>	<p style="text-align: right;">Page 149</p> <p>1 MIHALIK</p> <p>2 stating on one occasion "that dress makes you look</p> <p>3 good" with lots of O's, and:</p> <p>4 "You should dress like that every</p> <p>5 day. You might get more clients in turn."</p> <p>6 Who heard Mr. Peacock say these</p> <p>7 things to you?</p> <p>8 A. I don't know who heard him say that</p> <p>9 to me.</p> <p>10 Q. Who was present when he said these</p> <p>11 things to you?</p> <p>12 A. Nobody was present. He sat right</p> <p>13 next to me.</p> <p>14 Q. So, this was -- this was said on</p> <p>15 the desk. Is that correct?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And during what period of</p> <p>18 time -- withdrawn.</p> <p>19 Can you give me a date on which</p> <p>20 Mr. Peacock said this to you?</p> <p>21 A. I can't give you a specific date.</p> <p>22 He said it multiple times. He humiliated me. He</p> <p>23 would critique how I dressed almost daily, whether</p> <p>24 he liked something, whether he didn't like</p> <p>25 something, whether it made me look more feminine,</p>

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<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 151	Page 153
<p>1 MIHALIK 2 you know, that's humiliating. I can't believe 3 that you're telling me that because I have red 4 shoes on that I'm promiscuous, and that equates to 5 anything. 6 Q. And what did he say to you when you 7 said that to him? 8 A. Nothing. 9 Q. Can you give me a time frame during 10 which this was said to you? 11 A. I would say probably around 12 October/November of 2007. 13 Q. Okay. Any other time? 14 A. No. I never wore the red shoes 15 again. 16 Q. Okay. You allege that Mr. Peacock 17 asked you "Do you know what dogging is?" And 18 then: "Do you fancy dogging? To express his 19 desire for a sexual relationship with Mihalik, 20 which Peacock knew was unwelcome to Mihalik." 21 A. Right. 22 Q. When did this happen? 23 A. Around the same time frame, between 24 October and November of 2007. 25 Q. And did you tell anybody about it?</p>	<p>1 MIHALIK 2 Mihalik in a group outing in London, which was 3 demeaning to her." 4 Was this the -- the off-site in 5 January of 2008? 6 A. Yes, it was. 7 Q. Okay. Who were the business 8 associates in front of whom Mr. Peacock allegedly 9 said this? 10 A. Phillippe Le Prince, myself, John 11 Palazzo, Andrew Hawgood. I believe Tim Randall 12 was there, and possibly Dominic Romano was there. 13 And they just stood around and were laughing about 14 the comment that was actually made in the off-site 15 by Phillippe Le Prince, and they were laughing 16 about how funny it was that it got brought up in 17 this big conference. 18 Q. And what was the comment? 19 A. We were supposed to draw something 20 that represented the company, and Phillippe Le 21 Prince thought that drawing a globe that looked 22 like a cat because we were Cheuvreux alternative 23 trading systems, and he said cats, because nobody 24 forgets a pussy, and everybody thought that was 25 hilarious, and they were around talking about it.</p>

<p style="text-align: right;">Page 154</p> <p>1 MIHALIK 2 It was disgusting and humiliating, 3 and it's inappropriate for anybody to sit around 4 and talk about that. 5 Q. Okay. So, was this something that 6 Mr. Peacock said or that someone else said? 7 A. He was laughing and discussing it 8 with Phillippe Le Prince. And everybody else 9 around were laughing it up as well. 10 Q. And what did Mr. Peacock say to 11 Phillippe Le Prince? 12 A. I can't believe what you brought up 13 in this big conference room. You brought pussy 14 up. That's hilarious. I can't believe that you 15 came up with that. That's really, you know -- 16 Q. That's really what? 17 A. Creative, I guess. Cats. 18 Q. You allege that: 19 "Mr. Peacock made inappropriate 20 comments about your personal life, humiliating you 21 in front of your coworkers, including statements 22 such as why aren't you married, and suggesting 23 that you must be a cougar." 24 When did Mr. Peacock allegedly say 25 this to you?</p>	<p style="text-align: right;">Page 156</p> <p>1 MIHALIK 2 A. I didn't ask. 3 Q. That's not my question. 4 Did he tell you anything about 5 himself? 6 A. No. 7 Q. How often would you go out to lunch 8 when you first started? 9 A. Alone we went out probably about 10 four times without the rest of the team. 11 Q. In what period of time? 12 A. Two months. 13 Q. Okay. After he asked you these 14 questions, did you tell anybody at Cheuvreux about 15 it? 16 A. No. Actually, after he found out 17 that I was dating somebody, I asked David Zack, 18 you know, how did he find out? Like what did you 19 do? Did you tell him? Did he ask you? Because 20 there would be no other way for him to find out 21 unless somebody was, you know, looking into my 22 e-mails or inquiring otherwise. 23 Q. And what did Mr. Zack say to you? 24 A. He declined. 25 Q. He declined. He said no?</p>
<p style="text-align: right;">Page 155</p> <p>1 MIHALIK 2 A. When I first started working there 3 in July, he would take -- he would pay special 4 attention to me. He would take me out to lunch, 5 where we'd have a glass of wine, that it was a 6 European thing, and barely talked about business, 7 more so about my personal life, my age, if I was 8 married, if I was dating. Invaded my privacy. I 9 didn't answer any of his questions. 10 And after that I assumed that 11 Mr. Peacock found out that I was dating -- in 12 fact, dating somebody because then he asked me why 13 I wasn't married, if I just dated, you know, older 14 men, and if I was a cougar. I think he found out 15 through David Zack, who read everybody's e-mail, 16 because I never told him that I was dating or I 17 never told him my age, and I never told him 18 anything, so -- I told him I didn't want to -- I 19 was a private person. I didn't express -- I 20 didn't tell anybody my private life, and I felt 21 like it was an invasion of my privacy that he 22 would ask me my age, and my -- my dating status or 23 my marital status, but he never let it go. 24 Q. Did he tell you anything about 25 himself?</p>	<p style="text-align: right;">Page 157</p> <p>1 MIHALIK 2 A. He said I didn't tell him anything. 3 I said I didn't believe him because there was not 4 any other way that he would have found out. 5 Q. Okay. And what did Mr. Zack say 6 when you said you didn't believe him? 7 A. Nothing. 8 Q. Okay. Who was present when 9 Mr. Peacock inappropriate comments about your 10 personal life, such as why aren't you married? 11 A. The people on the desk. 12 Q. So, who heard it? 13 A. Probably Tim Randall. 14 Q. Do you know if Mr. Randall heard 15 it? 16 A. I don't know if he heard it, no. 17 Q. Did you ever discuss it with 18 Mr. Randall? 19 A. No, I didn't discuss my personal 20 matters with Mr. Randall. 21 Q. Okay. You allege that: 22 "Mr. Peacock humiliated you by 23 suggesting she should appear more feminine, 24 stating, on one occasion, are pants suits a U.S. 25 thing, they are very masculine."</p>

<p style="text-align: right;">Page 158</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 160</p> <p>1 MIHALIK 2 Q. Okay. You allege that Mr. Peacock 3 repeatedly returned from afternoon meetings in a 4 drunken state, particularly around the December 5 holidays. Correct? 6 A. Yes. 7 Q. And how did you know that 8 Mr. Peacock was in a drunken state at that time? 9 A. I smelled alcohol on his breath. 10 He had told me he came back from a luncheon and he 11 smelled like alcohol. 12 Q. Okay. Did you ever drink alcohol 13 during the workday? 14 A. Only with him on the occasions 15 where he took me to lunch and he had it. 16 Q. Are you a heavy drinker? 17 A. No. 18 Q. Did you take a number of -- 19 withdrawn. 20 Did you have hangovers on several 21 occasions while you were employed by Cheuvreux? 22 A. No. 23 Q. No? You allege that Mr. Peacock 24 propositioned you to stay in a hotel room with him 25 which was maintained by Cheuvreux. Correct?</p>
<p style="text-align: right;">Page 159</p> <p>1 MIHALIK 2 "Are pants suits a U.S. thing, they 3 are very masculine?" 4 A. That's humiliating to be judged on 5 what I'm wearing and telling me that I look 6 masculine because I have pants on versus the short 7 skirt that, you know, I should be wearing, or 8 heels or, you know, whatnot. 9 Q. And when did Mr. Peacock tell you 10 you look very sexy today? 11 A. He would tell me that when he 12 thought I looked sexy. 13 Q. During what period of time? 14 A. Between July of 2007 and December 15 2007. 16 Q. How often? 17 A. Once a week, as far as I can 18 remember. 19 Q. And did anyone hear him say that to 20 you? 21 A. I don't know. 22 Q. Was anyone present when he said 23 that to you? 24 A. He sat right next to me, so I don't 25 think so. I don't know who heard.</p>	<p style="text-align: right;">Page 161</p> <p>1 MIHALIK 2 A. Right. 3 Q. When did this happen? 4 A. This happened in December of 2007 5 on a couple of occasions. He came back and he 6 asked me if after our dinner meeting if I would 7 like to stay in the company flat after the meeting 8 was over with him, have a drink and stay 9 overnight, even though he knew I had a short 10 commute to Hoboken. 11 And it was -- I was -- I was 12 appalled. It was disgusting that he would ask me 13 that, and humiliated that he would lower himself 14 to that level to ask me to stay with him. I said, 15 you know, you're married, this is -- it's 16 inappropriate for you to say that, and I turned 17 him down. I said I didn't have any interest in 18 him personally in that way, and that he should 19 never speak to me like that again or ask me 20 anything like that again. And I think he got 21 angry after the second time that I had turned him 22 down for the proposition. 23 Q. Did you tell anybody about this? 24 A. I told David Zack. 25 Q. Okay. Other than David Zack, did</p>

<p style="text-align: right;">Page 162</p> <p>1 MIHALIK</p> <p>2 you tell anybody about this?</p> <p>3 A. No.</p> <p>4 Q. Was anyone present when he said</p> <p>5 these things to you?</p> <p>6 A. No.</p> <p>7 Q. Where is Cheuvreux's flat?</p> <p>8 A. I don't know.</p> <p>9 Q. Other -- do you know if Cheuvreux</p> <p>10 does have a flat?</p> <p>11 A. Mr. Peacock said that they</p> <p>12 maintained a flat for various reasons, whether</p> <p>13 it's for clients or whatnot. He said he had a</p> <p>14 flat in the city maintained by Cheuvreux. That</p> <p>15 was all I know.</p> <p>16 Q. Where did Mr. Peacock live?</p> <p>17 A. I'm assuming he lived in the city</p> <p>18 somewhere.</p> <p>19 Q. Well, why are you assuming that?</p> <p>20 A. As far as I can remember, he lived</p> <p>21 in the city.</p> <p>22 Q. And what makes you say that?</p> <p>23 A. Because he stayed in the city.</p> <p>24 Q. How do you know?</p> <p>25 A. He had mentioned getting -- when</p>	<p style="text-align: right;">Page 164</p> <p>1 MIHALIK</p> <p>2 When was this?</p> <p>3 A. This was when I first started.</p> <p>4 He said, "We can enjoy traveling</p> <p>5 together, get to know each other," almost like a</p> <p>6 sleazy kind of way, not in a business type way. I</p> <p>7 thought that he wanted to travel to get to know me</p> <p>8 better, like dating, personally, that kind of</p> <p>9 stuff. That's how I got the -- that feeling, the</p> <p>10 impression he was being not business but sleazy,</p> <p>11 in a way.</p> <p>12 Q. Well, what was sleazy about it?</p> <p>13 A. The way he -- the way he asked me.</p> <p>14 He didn't -- you know, the way he asked me.</p> <p>15 Q. Did you travel with him?</p> <p>16 A. I did not.</p> <p>17 Q. Did he complain that you didn't</p> <p>18 travel with him?</p> <p>19 A. Yes.</p> <p>20 Q. What did he say?</p> <p>21 A. He said that I should have</p> <p>22 scheduled my trip to coincide with his trip so</p> <p>23 that we could travel together.</p> <p>24 Q. Can you think of any business</p> <p>25 reason he might have wanted to travel with you?</p>
<p style="text-align: right;">Page 163</p> <p>1 MIHALIK</p> <p>2 we'd leave, he would get into a cab and go</p> <p>3 downtown. I don't know exactly where he lived,</p> <p>4 but he maintained a flat downtown or an apartment</p> <p>5 downtown somewhere.</p> <p>6 Q. Is that where he and his family</p> <p>7 lived?</p> <p>8 A. I believe so, yeah.</p> <p>9 Q. Do you know if he had children?</p> <p>10 A. I don't know.</p> <p>11 Q. Do you know if he was married?</p> <p>12 A. Usually in -- when I was</p> <p>13 interviewing, I didn't -- I didn't notice any</p> <p>14 pictures or anything around, whether he had a</p> <p>15 family or -- he never spoke about wife, kids. The</p> <p>16 only reason I knew he had a wife was because she</p> <p>17 had come into the office once. And he was</p> <p>18 shopping for -- he had told Linda Noel to shop for</p> <p>19 a gift for his son, looking for something. So</p> <p>20 round about I found out that he was married and</p> <p>21 had family later on.</p> <p>22 Q. You allege that Mr. Peacock told</p> <p>23 you to schedule your trip to Europe to coincide</p> <p>24 with his so they can -- so that you could travel</p> <p>25 together.</p>	<p style="text-align: right;">Page 165</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>



<p style="text-align: right;">Page 170</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 172</p> <p>1 MIHALIK 2 A. She left, I think, a couple of 3 months after I started, if I can recall correctly. 4 Q. Okay. Prior to the time she left, 5 did you report to her any conduct that you were 6 experiencing at Cheuvreux that you felt was 7 discriminatory, harassing or otherwise 8 inappropriate? 9 A. I didn't tell her. I just thought 10 it would stop. 11 Q. What made you think it would stop? 12 A. Constantly telling somebody that it 13 was unwelcome and inappropriate and unbefitting of 14 a CEO to conduct themselves like that. I thought 15 that he would have gotten the hint and stopped. 16 Q. So it's your testimony, then, that 17 you never said anything to Ms. Charles about 18 Mr. Peacock's conduct. Correct? 19 A. That's right. 20 Q. Okay. Now, what -- on what facts 21 do you base your assertion that Cheuvreux had no 22 human resources function after Ms. Charles left? 23 A. They didn't bring anybody on board. 24 I was unaware that there was a human resources 25 department after Simone Charles was let go. There</p>
<p style="text-align: right;">Page 171</p> <p>1 MIHALIK 2 Q. When? 3 A. Between January of 2008 and my 4 termination in April of 2008. 5 Q. Okay. Did Mr. Peacock -- 6 withdrawn. 7 Now, let's talk about your 8 conversations with Mr. Zack. 9 Who is Mr. Zack? 10 A. Compliance officer at Cheuvreux. 11 Q. Okay. And why did you go to 12 Mr. Zack? 13 A. There was no HR department, and he 14 was compliance, and I had somewhat of a -- I don't 15 know. It was more than a business relationship. 16 It was -- I complained to him about things, and I 17 thought because he was compliance, he would be 18 neutral. And I thought I could tell him 19 something, and that maybe he would say something 20 to somebody and it would stop. 21 Q. What -- you say that there was no 22 human resource department? 23 A. Right. Simone Charles had been let 24 go, and nobody replaced her. 25 Q. When did she leave?</p>	<p style="text-align: right;">Page 173</p> <p>1 MIHALIK 2 was no person that -- nobody said, We have a 3 replacement for Simone Charles. Nobody said, This 4 is our new human resources person. If you have 5 any -- whatever, go and talk to her. There was 6 nobody in the department. The office was closed 7 down. I assumed no human resources. 8 Q. Do you know if Ms. Charles' 9 function in human resources was delegated to any 10 other person when Ms. Charles departed? 11 A. No. 12 Q. Did you ask? 13 A. No. 14 Q. Did there come a point when someone 15 did occupy the specific position of human 16 resources representative at Cheuvreux during your 17 employment? 18 A. As far as I know from when Simone 19 Charles was let go, nobody was filling her 20 position, was acting in her position or nobody was 21 hired to fill that position that was -- that was 22 terminated at that time. 23 And I went to David Zack because I 24 didn't think there was anybody with that position. 25 And I would assume that if I was telling him the</p>

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<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 191	Page 193
<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 MIHALIK 2 regarding leaves of absence. 3 Q. Okay. Do you recall a conversation 4 with Mr. Zack about the notice period that takes 5 place before someone leaves the company? 6 A. No, I don't. I don't -- I'm not 7 sure I understand the question. 8 Q. Okay. Do you recall a conversation 9 with Mr. Zack about any aspect of your offer 10 letter? 11 A. Yes. Schedule 1 or A or whatever 12 the last -- the last page is, because Ian Peacock 13 had sent me an e-mail that seemed like -- he had 14 never sent me such an enormous writing e-mail. 15 Every other e-mail he had sent me was one or two 16 words. And this was towards the end of -- it was 17 towards April and at the height of my -- at the 18 height of his harassing me. 19 He had sent me an e-mail that was 20 very lengthy, last minute, was never spoken about, 21 and in it was a request by him for me to call 140 22 clients by a certain amount of time, and that I 23 was to report to him that I had done what he had 24 asked me to do. 25 And I felt that it was a setup to</p>



<p style="text-align: right;">Page 194</p> <p>1 MIHALIK</p> <p>2 fail because he had never sent me an e-mail like</p> <p>3 that before. It was not how business is generally</p> <p>4 conducted. And I felt like he was trying to set</p> <p>5 me up to fail so that he could say -- because up</p> <p>6 until that point I hadn't done anything wrong. He</p> <p>7 needed something for me to do wrong or to not</p> <p>8 complete so that it seemed like I wasn't following</p> <p>9 his order as CEO.</p> <p>10 So that I believe the last page of</p> <p>11 my contract says if I disobey a direct order of a</p> <p>12 CEO, I will be terminated.</p> <p>13 So I felt like this lengthy e-mail</p> <p>14 was a setup to fail because it was almost -- it</p> <p>15 was out of nowhere, nobody else had the e-mail,</p> <p>16 nobody else got sent the e-mail and we had never</p> <p>17 spoke about it before.</p> <p>18 And it was an absurd amount of work</p> <p>19 for one person to do. And even if I got to half</p> <p>20 of what it was that he wanted, I still would have</p> <p>21 failed. So no matter what I could have done, it</p> <p>22 was -- it seemed like it was a setup to fail.</p> <p>23 (Exhibit D-6 marked for</p> <p>24 identification.)</p> <p>25 MS. ROTH: Ms. Mihalik, I've shown</p>	<p style="text-align: right;">Page 196</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 195</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 197</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 202</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 204</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 203</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 205</p> <p>1 MIHALIK 2 A. No. I told Mr. Peacock. 3 Q. What did you tell Mr. Peacock? 4 A. I rejected Mr. Peacock's advances, 5 and I told him it was disgusting and degrading, 6 and not to treat me like that. 7 Q. Well, the last words of Paragraph 8 21, saying that -- say that: 9 "Mr. Peacock began to retaliate 10 against you for 'reporting his conduct'." 11 Do you see those words? 12 A. Yes. 13 Q. To whom did you report 14 Mr. Peacock's conduct? 15 A. I reported it to Dave Zack, David 16 Zack. And I -- I feel like he -- maybe after I 17 had rejected him, he seemed like he got angry with 18 me after I did, and then when I started to 19 frequent Mr. Zack's office, it just -- everything 20 escalated and it got worse. 21 Q. How do you know that Mr. Peacock 22 knew -- well, withdrawn. 23 Do you know for a fact that 24 Mr. Zack told Mr. Peacock that you had complained 25 to him?</p>

<p style="text-align: right;">Page 206</p> <p>1 MIHALIK</p> <p>2 A. I don't believe that Mr. Zack</p> <p>3 wanted to get involved, so I do not believe that</p> <p>4 he said anything to Mr. Peacock about what I had</p> <p>5 complained to him about. Mr. Zack told me that he</p> <p>6 felt like he would think that I was complaining to</p> <p>7 him, which is why -- that he thought that I was</p> <p>8 complaining to him because we had the door shut,</p> <p>9 and we were talking, and that's why he told me to</p> <p>10 leave the door open. He didn't want him to think</p> <p>11 that I was saying anything to him.</p> <p>12 Q. I understand. But you say, in</p> <p>13 Paragraph 21, that your:</p> <p>14 "Complaints to Zack became known to</p> <p>15 Peacock."</p> <p>16 Do you see that? Perhaps that's</p> <p>17 just an inaccurate statement. And if it is, I'd</p> <p>18 like to just know that. But if it's accurate, I'd</p> <p>19 like to understand the basis for your assertion</p> <p>20 that your complaints to Zack became known to</p> <p>21 Peacock.</p> <p>22 A. I don't know if David Zack told him</p> <p>23 specifically that I had complained to him.</p> <p>24 Q. All right. Well, this may just</p> <p>25 be -- but you understand my question.</p>	<p style="text-align: right;">Page 208</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 207</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 209</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 210</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 212</p> <p>1 MIHALIK 2 from him. 3 This happened to be -- If you look 4 at it, when it was sent, March 20th. He wanted me 5 to call and have 20 quality conversations -- call 6 and have 20 quality conversations, 20 -- 20 per 7 day for seven days. That would be 140 quality 8 conversations. We never discussed this e-mail. 9 It's a set-up-to-fail. He -- he was trying to set 10 me up to not be able to complete a task it seemed 11 like to me, because I had never -- we had never 12 spoken about this objective. Nobody else in the 13 office -- my male counterparts never received 14 anything of the such. We never discussed it in 15 any meetings. 16 And that would be 140 clients that 17 I'd have to talk to in a seven-day period. And 18 even if I did half of that, like I said earlier, 19 it wouldn't have been enough for him, and he was 20 just looking to set me up to fail so that I had 21 disregarded a direct order of a CEO, which is what 22 he said after he said I did not complete this 23 task, and I told him that I tried. 24 Q. Do you -- when -- when he sent you 25 this e-mail that's Defendant's Exhibit 6, where</p>
<p style="text-align: right;">Page 211</p> <p>1 MIHALIK 2 A. I believe that Ian Peacock started 3 to retaliate against me because I rejected him in 4 December of 2007, and he got angry with me after 5 that, and that's when everything started to get 6 worse, and he retaliated against me and humiliated 7 me and degraded me -- 8 Q. I get that. It's just not -- 9 A. -- from that point on. 10 Q. That's -- that's not what Paragraph 11 21 alleges. I just wanted to get that straight. 12 Now, Paragraph 22. Paragraph 22 13 lists things that you believe constituted 14 retaliation against you by Ian Peacock for your 15 rejecting his repeated advances. Correct? 16 A. Yes. 17 Q. Okay. The first one alleges that 18 Mr. Peacock assigned you absurd tasks. Tell me 19 all the facts on which you base this assertion. 20 A. If you look at Exhibit D-6, 21 that's -- I believe is extreme. That's now how 22 business is conducted. Ian never sent me an 23 e-mail to this extent before, where he said Renee 24 stated all this, and then, you know, signed his 25 name. More than two words is the most I ever got</p>	<p style="text-align: right;">Page 213</p> <p>1 MIHALIK 2 were you? 3 A. I believe I was in the office. 4 Q. Would it refresh your recollection 5 if I told you that you were stuck in an airport? 6 Is that possible? 7 A. No. 8 Q. Did you try to fulfill what 9 Mr. Peacock asked you to do in Exhibit 6? 10 A. Yes. 11 Q. Okay. How many calls did you make 12 a day in the following seven days? 13 A. I don't recall how many phone calls 14 I made each day. 15 (Exhibit D-7 marked for 16 identification.) 17 MS. ROTH: I'm showing you what has 18 been marked for identification as Defendant's 19 Exhibit 7. 20 Q. Have you ever seen this before? 21 A. Yes. He showed this to me the day 22 that I was fired. 23 Q. And what did he tell you it was? 24 A. The phone record for the e-mail 25 time frame which he had assigned me that task to</p>

<p style="text-align: right;">Page 214</p> <p>1 MIHALIK</p> <p>2 do.</p> <p>3 Q. And do you have any reason to</p> <p>4 believe that anything contained on this telephone</p> <p>5 record is inaccurate?</p> <p>6 A. I don't have any reason to believe</p> <p>7 that it is. I don't.</p> <p>8 Q. Okay. Did you -- at -- at the time</p> <p>9 that Mr. Peacock showed this to you, Exhibit 7,</p> <p>10 what did he say to you?</p> <p>11 A. Well, he threw it at me, and said</p> <p>12 this is unacceptable. You didn't even come close</p> <p>13 to what I had asked you to do. Excuse my French,</p> <p>14 it was fucking unacceptable. He had asked me to</p> <p>15 do something, and I didn't even take -- take</p> <p>16 regard to what he said to do. It seemed like I</p> <p>17 didn't attempt it at all.</p> <p>18 Q. What did you say to him?</p> <p>19 A. I said that I did. I said that I</p> <p>20 did try to attempt it. What he had asked me to do</p> <p>21 was something that had never been asked of me</p> <p>22 before, and why now would he ask me to do -- call</p> <p>23 140 different people -- try to call 140 different</p> <p>24 people in a week while he was gone, and why nobody</p> <p>25 else had this task assigned to them. And that I</p>	<p style="text-align: right;">Page 216</p> <p>1 MIHALIK</p> <p>2 office or what that has anything to do with</p> <p>3 anything, but the -- I did not respond to him. I</p> <p>4 just did what he -- I started to do what he asked</p> <p>5 me to do, and I tried to complete the task as best</p> <p>6 I could.</p> <p>7 Q. Okay. Did you have any</p> <p>8 pre-existing prospects for business at the time he</p> <p>9 gave you this assignment?</p> <p>10 A. Ones that I had already called?</p> <p>11 Q. Well, did you have any prospects</p> <p>12 for business? Were there any people in your</p> <p>13 personal pipeline of business contacts that you</p> <p>14 could call and have a conversation with to make a</p> <p>15 renewed effort for business?</p> <p>16 A. I might have had a few. I had a --</p> <p>17 a list of people that I had been working on trying</p> <p>18 to sell. You can see it in the -- in the sales</p> <p>19 exhibit. So, I'd have to prospect brand new</p> <p>20 clients to fulfill his 140 different --</p> <p>21 Q. Well, around March 20th, 2008, when</p> <p>22 you got this assignment, did you say to him this</p> <p>23 is really an unrealistic assignment, how about if</p> <p>24 I do this instead, do something else?</p> <p>25 A. I was, at that point, almost scared</p>
<p style="text-align: right;">Page 215</p> <p>1 MIHALIK</p> <p>2 had other clients awaiting my service. I was</p> <p>3 trying to get contacts, trying to get training,</p> <p>4 and then -- then I have this to do.</p> <p>5 And on top of that, you know, seven</p> <p>6 days to call 140 different prospects, first of</p> <p>7 all, you have to prospect. So, that takes time.</p> <p>8 You have to find appropriate clients to actually</p> <p>9 call, ones that would be appropriate for the</p> <p>10 business that you're trying to sell.</p> <p>11 So, on top of that, you have to --</p> <p>12 you have to prospect, deal with the clients that</p> <p>13 you already have, deal with the contracts you're</p> <p>14 trying to do, do all the training. And I told him</p> <p>15 that that was a lot of work to do for a short</p> <p>16 amount of time, but I did try.</p> <p>17 Q. Now, after you received the e-mail</p> <p>18 from Mr. Peacock that is Exhibit 6, dated March</p> <p>19 20th, 2008, did you make any comments to him about</p> <p>20 what he was asking you to do?</p> <p>21 A. He wasn't in the office.</p> <p>22 Q. You weren't in the office either, I</p> <p>23 believe. This was done by e-mail. Do you -- did</p> <p>24 you respond to Mr. Peacock's e-mail?</p> <p>25 A. I don't believe I wasn't in the</p>	<p style="text-align: right;">Page 217</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p>Page 234</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 236</p> <p>1 MIHALIK 2 Q. And why do you refer it to as a 3 postdated warning letter? 4 A. Because he handed it to me on 5 April 10th, and the date on the letter is 6 April 11th. So I was terminated on April 10th, 7 and this was dated April 11th, so it was the next 8 day. 9 Q. Okay. Is it possible that was just 10 a clerical error? 11 Do you know why it says April 11th? 12 A. I don't know why it says 13 April 11th. 14 Q. Okay. 15 A. He also spelled my name wrong and 16 spelled the company name wrong a couple of 17 occasions in the letter as well. 18 Q. Okay. Let's talk about the 19 April 10th meeting. Tell me everything you recall 20 about the April 10th meeting, everything 21 Mr. Peacock said to you, everything you said to 22 him, when it took place, where it took place, if 23 anyone else was present. 24 MR. SCHATZ: I'm just going to 25 object to all of those questions. But I'm</p>
<p>Page 235</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 237</p> <p>1 MIHALIK 2 sure you can -- 3 MS. ROTH: I am trying -- 4 MR. SCHATZ: I know, I know. 5 Q. And if you forget any of them, I'll 6 ask you again. 7 A. Okay. I sent Mr. Peacock -- I'm 8 sorry. I'll rephrase that. 9 I forwarded Mr. Peacock the e-mail 10 that I got from Nicholas Applegate, the client 11 that I had visited in California who agreed to 12 Cheuvreux services, that he was going to try them. 13 And I forwarded that e-mail on April 10th to 14 Mr. Peacock, showing him that I had signed a new 15 client. 16 And my -- the reply back from that 17 e-mail was, Meeting in my -- something along the 18 lines of, Meet me in my office at this time. That 19 was it. 20 So I went into the office. He 21 started throwing things. He threw this -- I told 22 you to do this. He threw this at me. Why didn't 23 you do it? 24 Q. When you say "this" -- 25 A. I'm sorry. He threw -- he threw</p>

<p style="text-align: right;">Page 238</p> <p>1 MIHALIK</p> <p>2 the e-mail at me and told me --</p> <p>3 Q. And the e-mail you're referring to</p> <p>4 is Exhibit D-6. Correct?</p> <p>5 A. D-6, right.</p> <p>6 Q. Okay. He threw that at you?</p> <p>7 A. And then he threw Exhibit D-7 at me</p> <p>8 and said I didn't even come close to what I was</p> <p>9 told to do. What do I have to say for myself?</p> <p>10 This is fucking unacceptable. I told you on</p> <p>11 several occasions that your work was unacceptable.</p> <p>12 You haven't improved. You haven't done anything</p> <p>13 that I told you to do.</p> <p>14 I told him, I just sent you an</p> <p>15 e-mail showing you that I just signed a new</p> <p>16 client, Nicholas Applegate, that you had been</p> <p>17 trying to get for a few years now. Is that not</p> <p>18 acceptable? Is that not a new client? What about</p> <p>19 Galleon? What about BlackRock? What about</p> <p>20 Crossway Partners? What about Tradition? I told</p> <p>21 him all of the things that I had done.</p> <p>22 And he just kept referring back to</p> <p>23 his D-6 e-mail to me and this phone list and</p> <p>24 saying that I didn't do what he told me to do and</p> <p>25 that -- and then he threw this D-8 formal warning</p>	<p style="text-align: right;">Page 240</p> <p>1 MIHALIK</p> <p>2 told me what he expected quotawise or revenue-wise.</p> <p>3 He didn't say anything.</p> <p>4 And then he threw this at me and</p> <p>5 got very aggravated and started swearing at me and</p> <p>6 told me, This isn't working out. And he said that</p> <p>7 that was it. He just -- that was it. He just</p> <p>8 didn't want me in the company anymore.</p> <p>9 Q. You said that he got aggravated at</p> <p>10 you and started swearing at you.</p> <p>11 Tell me what he said.</p> <p>12 A. He said that I wasn't performing.</p> <p>13 I told you on several occasions that you weren't</p> <p>14 performing. You haven't done anything.</p> <p>15 And I think he got angry at me</p> <p>16 because I told him that, Yes, I did do what you</p> <p>17 told me to do.</p> <p>18 And then he said, This isn't</p> <p>19 working out.</p> <p>20 I said, We're not working out, me</p> <p>21 and you, or me at the company is not working out?</p> <p>22 Because I am doing what you asked me to do. I am</p> <p>23 bringing on new clients and I did do -- and bring</p> <p>24 you to the clients that I told you that I had</p> <p>25 contacts at. I don't understand what else you</p>
<p style="text-align: right;">Page 239</p> <p>1 MIHALIK</p> <p>2 at me, and I guess it has to do with me not</p> <p>3 finishing the tasks that he had told me to finish.</p> <p>4 And he said, This is a warning. And he said, This</p> <p>5 is not working out.</p> <p>6 I said, What's not working out, me</p> <p>7 and you, or me at the company?</p> <p>8 He said, We are not working out.</p> <p>9 This is not working out. We need to come to some</p> <p>10 sort of agreement or something.</p> <p>11 And I said, I don't understand</p> <p>12 what's not working out. I am doing what you told</p> <p>13 me to do. I am signing new clients. I've brought</p> <p>14 on the clients that I told you I would bring on,</p> <p>15 and I've gotten you into the meetings that I told</p> <p>16 you I would get you into. And I don't know -- I</p> <p>17 did not finish the task. You're right. And this</p> <p>18 is the first time that you've even said anything</p> <p>19 to me. I asked you for a performance review back</p> <p>20 in February before I got my bonus check handed to</p> <p>21 me. You didn't tell me anything, that I was not</p> <p>22 doing what you told me to do, that I wasn't</p> <p>23 generating the revenue that you told me to</p> <p>24 generate.</p> <p>25 It was never told to me -- he never</p>	<p style="text-align: right;">Page 241</p> <p>1 MIHALIK</p> <p>2 want from me.</p> <p>3 And then he said, That's it. This</p> <p>4 isn't working out. I'm letting -- I'm getting rid</p> <p>5 of you.</p> <p>6 And he brought in the HR woman that</p> <p>7 I had never seen.</p> <p>8 Q. Ellen Haas. Correct?</p> <p>9 A. Yes.</p> <p>10 Q. What time of day did this take</p> <p>11 place?</p> <p>12 A. The afternoon.</p> <p>13 Q. Did you -- when he first called you</p> <p>14 in, did he ask you whether you had done the</p> <p>15 calling of possible clients that he had asked you</p> <p>16 to do in Exhibit 6?</p> <p>17 A. He said that I did not complete the</p> <p>18 tasks that he had assigned to me.</p> <p>19 Q. And did he tell you how he knew you</p> <p>20 had not completed the task?</p> <p>21 A. Yes. He threw the phone list at me</p> <p>22 and said, You didn't even come close to 140</p> <p>23 contacts here. And he threw the list at me.</p> <p>24 That's what he said.</p> <p>25 Q. And did you tell him that this is</p>



Page 242		Page 244	
1	MIHALIK	1	
2	not how you do business?	2	
3	A. It's generally known that's not how	3	
4	business is conducted because when I was hired, I	4	
5	was hired for my senior contacts at companies and	5	
6	references that I could get from them because it's	6	
7	easy to -- easier to get into a company that you	7	
8	know somebody rather than cold calling somebody	8	
9	that has no idea who you are or who Cheuvreux is.	9	
10	And I told him that it's not the best way to	10	
11	create new contacts.	11	
12	Q. Had you gotten some business from	12	
13	cold calling --	13	
14	A. Yes.	14	
15	Q. -- since you had been at Cheuvreux?	15	
16	A. Yes.	16	
17	Q. Did you begin doing some cold	17	
18	calling almost as soon as you arrived at	18	
19	Cheuvreux?	19	
20	A. No.	20	
21	(Exhibit D-9 marked for	21	
22	identification.)	22	
23	MS. ROTH: I'm showing you what's	23	
24	been marked as Exhibit 9.	24	
25	Q. Have you seen this before?	25	

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
Index No. 09-CV-01251 (DAB)  
-----x  
RENEE MIHALIK,  
  
Plaintiff,  
  
vs.  
  
CREDIT AGRICOLE CHEUVREUX  
  
NORTH AMERICA, INC.,  
  
Defendant.  
-----x

May 19, 2010  
11:22 a.m.

Videotaped deposition of  
ALTAN YENICAY, M.D., held at the offices  
of Hogan Lovells US LLP, 875 Third Avenue,  
New York, New York, pursuant to subpoena,  
before Cary N. Bigelow, RPR, a Notary  
Public of the State of New York.

Page 22	Page 24
<p>1 A. Yenicay</p> <p>2 any of those e-mails that I sent her.</p> <p>3 Q. Do you know if Renee was engaged to</p> <p>4 that person that she had been going out with,</p> <p>5 like --</p> <p>6 A. Prior?</p> <p>7 Q. Two years before you started dating</p> <p>8 her, yes.</p> <p>9 A. All I know, from what Renee said, they</p> <p>10 dated for about three years and she -- he was</p> <p>11 moving to California and she didn't want to go</p> <p>12 with him. If they were engaged, she never told</p> <p>13 me.</p> <p>14 Q. Is his name Terry?</p> <p>15 A. Maybe. I don't remember.</p> <p>16 Q. Okay.</p> <p>17 Where was -- was Renee working at the</p> <p>18 time that the two of you started going out with</p> <p>19 each other?</p> <p>20 A. No. She was looking for jobs.</p> <p>21 Oh, I think she was at Chase or Citi</p> <p>22 before, made redundant or volunteered to be fired</p> <p>23 or whatever it was when they were downsizing and</p> <p>24 I don't remember how long she was out of work,</p> <p>25 but she started looking for jobs right in the</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 23	Page 25
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7 (Pages 22 to 25)

<p style="text-align: right;">Page 34</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 36</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 35</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 37</p> <p>1 A. Yenicay 2 Q. The same question with the trip that 3 you took to Alaska. 4 A. After the beginning few months, I mean, 5 she would maybe pay for dinner every once in a 6 while as a token gesture, but I pretty much 7 insisted on paying for everything. 8 Q. Why did you do that? 9 A. That's the way that my mom taught me to 10 do it, the woman never pays. Ask her. 11 Q. So during the time that Renee was 12 working at Cheuvreux, did the two of you have 13 arguments about anything? 14 A. Sure. 15 Q. Like what? 16 A. I don't remember. We fought a lot 17 towards the end, you know, and that's what I 18 remember the most. 19 Q. What about in the beginning? Did you 20 fight then too? 21 A. A little bit. It was -- I remember the 22 biggest obstacle when we first started out was -- 23 because I was single and I was single for a while 24 and I have a lot of female friends and, you know, 25 for example, one friend Sarah I went and had</p>

10 (Pages 34 to 37)

<p style="text-align: right;">Page 38</p> <p>1 A. Yenicay</p> <p>2 lunch with her, you know, and I think Renee has</p> <p>3 -- her picture of men is a little jaded from her</p> <p>4 experiences prior to this. I think she thinks</p> <p>5 all guys cheat on their wives, so -- now Sarah is</p> <p>6 married, you know, and she's a friend of mine and</p> <p>7 I was just having lunch with her and I have</p> <p>8 plenty of platonic female friends that I enjoy,</p> <p>9 you know, being friends with, so I stay in touch,</p> <p>10 but in the beginning she's, like, oh, this is</p> <p>11 another girlfriend, and that was an obstacle at</p> <p>12 first because to me it was just, you know, like,</p> <p>13 driven by an insecurity, but I -- you know, after</p> <p>14 I had gotten her to meet everybody and she</p> <p>15 realized that all these women were not threats to</p> <p>16 her, that kind of passed. I'd say in the</p> <p>17 beginning that was the thing.</p> <p>18 Q. I think you said that Renee was jaded</p> <p>19 in her view of men, something along those lines.</p> <p>20 What do you mean by that?</p> <p>21 A. Well, I guess maybe at Chase or Citi or</p> <p>22 whatever bank it was she was at before, the</p> <p>23 particular people that she was in contact with</p> <p>24 were all married and they were all, I don't know,</p> <p>25 either -- of course I can't generalize by saying</p>	<p style="text-align: right;">Page 40</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 39</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 41</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

11 (Pages 38 to 41)

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
Page 55	Page 57
1 A. Yenicay 2 Q. Did you spend time with Renee 3 immediately after you got back from Alaska or did 4 she go to her apartment and you go to yours? 5 A. I don't remember. It could have been 6 either. I don't remember what we did the day we 7 got back from Alaska. 8 Q. Did Renee ever complain to you about 9 work that she was asked to do at Cheuvreux? 10 A. The cold-calling thing she absolutely 11 hated. 12 Q. Tell me everything you remember about 13 that. 14 A. I just remember that she was -- you 15 know, to call someone up out of the blue and say 16 hi, you know, you get hung up a lot or maybe you 17 get mistreated on. I believe in that industry it's 18 considered the lowest form of work. I remember 19 telling her, I'm, like, Look, you have to do it, 20 and she didn't like it. I don't think anyone who 21 cold calls likes it. That's it. 22 Q. Do you know if she did do it? 23 A. I think she did, yeah, I think she did. 24 Q. Did she tell you that she did? 25 A. I remember her -- I remember her -- I	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

15 (Pages 54 to 57)

<p style="text-align: right;">Page 66</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 68</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 67</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 69</p> <p>1 A. Yenicay 2 regress. Regression means if you look at the 3 path of progress from -- okay, you just move 4 backwards on that path, so decompensation is that. 5 Q. So somebody could compensate by using 6 alcohol but they could also use alcohol and 7 decompensate? 8 A. Well, yeah. 9 Q. Or anything. 10 Could you do that with sports, 11 exercise, any of the other things that people do 12 to relieve stress? 13 A. Yeah, you can do anything. It could be 14 a coping mechanism and it can also be a sign of 15 not coping, you know? You can't -- it's not that 16 black and white. You have to realize, I guess, 17 which one it is. 18 You know, a lot of people in this city, 19 in my opinion, subscribe to the work-hard/play- 20 hard theory and some people can channel that 21 stress into more productive actions, like 22 triathlons or -- you know, some people do it 23 differently. 24 So when I say decompensated, you know, 25 she had this stuff about her childhood and her</p>

18 (Pages 66 to 69)

<p style="text-align: right;">Page 70</p> <p>1 A. Yenicy  2 relationship with her father that, you know, she  3 was fine, she was getting along, I mean, you  4 can't say that all of us don't do that to some  5 extent, you know, so I don't know anyone who had  6 the perfect upbringing or anything like that, but  7 most people have gotten by it and, you know, it  8 just -- I don't know if this is entirely  9 accurate, but the closest thing I can maybe offer  10 is, you know, that euphemism the straw that  11 breaks the camel's back or something, but just,  12 in my opinion, it certainly made her worse than  13 she was prior to then.  14 Q. You're saying what made her worse?  15 A. The whole experience at Cheuvreux.  16 It was really at that point that I was  17 convinced that she needed to see someone  18 professionally whereas prior to that it wasn't  19 my -- that was not my impression.  20 Q. So it was right after she lost her job  21 you thought that she needed to see somebody  22 professionally?  23 A. Right after -- it was after she lost  24 her job. If you mean right after the next day,  25 no, but I thought that I wasn't able to help the</p>	<p style="text-align: right;">Page 72</p> <p>1 A. Yenicy  2 needed to go?  3 A. I think that's fair, yeah.  4 Q. What about Renee -- you mentioned that  5 she had some limitations, you mentioned again a  6 problem with the relationship with her father.  7 What can you say today with the benefit  8 of hindsight, you are not in the moment of that  9 relationship anymore, what were the limitations  10 that she had and how do you think therapy might  11 have helped with that?  12 A. She admitted to me in the beginning  13 that she was insecure and -- no, it wasn't  14 insecure. Self-esteem? One or the other. I am  15 almost certain it was self-esteem issues.  16 Q. That she had low self-esteem?  17 A. Yeah.  18 How could she have benefited from  19 therapy? I don't know enough about therapy to  20 answer that question. All I know is that I  21 couldn't help her with it.  22 Q. Did that make you feel bad that you  23 felt like you couldn't help her?  24 A. I felt bad not because I felt like I  25 was failing. I mean, I hate to see anyone go</p>
<p style="text-align: right;">Page 71</p> <p>1  2  3  4  5  6  7  8  9  10  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25</p>	<p style="text-align: right;">Page 73</p> <p>1  2  3  4  5  6  7  8  9  10  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25</p>

19 (Pages 70 to 73)

<p style="text-align: right;">Page 94</p> <p>1 A. Yenicyay 2 maybe a dirty joke or -- 3 A. The subject matter? 4 Q. Yes, something like that. 5 A. No. She never would get all bent out 6 of shape over it, you know, like that's gross or 7 that's not funny, but, you know, she would never 8 say I can't believe you would make humor at this 9 person or, you know, this animal or this situation 10 or something. 11 Q. Same type of questions about pornography. 12 Did she ever talk with you about 13 pornography? 14 A. That's -- she has a big problem with it. 15 Q. Tell me everything you know about that. 16 A. She had found, like, a URL or something 17 on one of my computers of one of these sites and, 18 man, did I get a -- and this was in the 19 beginning, you know, and she just feels that even 20 strip joints -- I don't know if you would lump 21 the two together, but let's just categorize it 22 as, like, the objectification of women, all 23 right, so anything like that she was extremely 24 like, really, like, absolutely no. 25 Like there was this other big -- I was</p>	<p style="text-align: right;">Page 96</p> <p>1 A. Yenicyay 2 you know, "as long as no one's getting hurt, why 3 do you care?" type thing. 4 Q. But she -- 5 A. I didn't agree with her. I thought if 6 my choice is between rational or only between 7 rational and irrational, I think it's closer to 8 irrational than it is rational for the reasons I 9 just said, you know? But she was extremely 10 intolerant of it. 11 Q. Did she tell you why other than she 12 said it was the objectification of women? 13 A. She never said that, that's my -- 14 Q. She never even said that to you? 15 A. No. 16 Q. What did she say other than I don't 17 want -- 18 A. It's disgusting. 19 Q. It's disgusting? 20 A. She also said how would you like it if 21 I went to a strip joint and had some -- I will 22 spare you the graphics of it, but, you know, a 23 similar thing. 24 You know, of course, I wouldn't be 25 happy about it. You know, that's really not a</p>
<p style="text-align: right;">Page 95</p> <p>1 A. Yenicyay 2 going to go to a bachelor party in New Orleans 3 for one of my closest friends and I don't care, I 4 never go out of my way to go to a strip joint, 5 but if my best friend wants to go and it's his 6 bachelor party, how do you say no? And she was 7 just, like, I don't want you to go, I don't want 8 you to go, to the point where I said to myself, 9 you know, if it means that much to her, I'm not 10 going to go, although I thought she was being 11 ridiculous, you know, it was -- you know, that's 12 one of those situations where it's better to keep 13 the civil, you know, peace, you know, than to 14 fight for what I thought was right, you know, it 15 was, of my two options, the less unpleasant of my 16 two, you know, but she was -- that was one thing 17 she was really, really, really conservative, like 18 just completely intolerant of. 19 Q. Did you think that was rational on her 20 part? 21 A. Did I think it was rational? 22 I didn't agree with her. You know, 23 everyone's got their opinion on things. I think 24 that's a little on the conservative side. 25 I'm more of a, like, live and let live,</p>	<p style="text-align: right;">Page 97</p> <p>1 A. Yenicyay 2 fight that you drag out and I'm sorry, you know, 3 if -- you know, you're not going to win that one. 4 Q. You mean as a guy? 5 A. Yeah. You just, you can hope that 6 she'll be lenient, but, you know, if you're going 7 to draw a line in the sand and pick a fight 8 that's not -- it's going to be a massacre nine 9 times out of 10. 10 So she said it, you know, I got a 11 little bit of a ribbing for it, I'm sure -- 12 Q. You mean from your friends or -- 13 A. I ended up going anyway and I never 14 told her. 15 But yeah, you're going to either get it 16 from your friends, which are fine, they're my 17 friends, they're going to still be my friends 18 afterwards and I can take my licks like anybody 19 else, you know, but, you know, like I said, of my 20 two options it was the less -- I guess I thought 21 of a third option which was telling her I wasn't 22 going to go and I ended up going anyway. 23 You know, that's -- we never went deep 24 into the conversation what's your problem with 25 it. I mean, she, like, you have to see Renee</p>

25 (Pages 94 to 97)



<p style="text-align: right;">Page 98</p> <p>1 A. Yenicyay 2 when she's angry, man, she's, like, on the war 3 path. She's small but like mighty, you know, and 4 there's -- you know, I knew that there was no way 5 I was going to -- there was no point to me 6 pursuing that line of reasoning so I just stopped. 7 I mean, she went absolutely bananas. 8 Q. This was early on in your relationship? 9 A. Yeah, yeah, yeah. 10 Q. Tell me, what did she say and how did 11 she say it? 12 A. She not only thought it was disgusting 13 I think she felt that I was disgusting for not 14 thinking it was disgusting. 15 Q. But what did she say? 16 A. It's "f" disgusting and along those 17 lines. 18 Q. And how did she come to see -- 19 A. This is what she said: You know what, 20 I remember she said, she equated it with cheating 21 and that, I think, was her big -- looking at 22 other women naked is the same thing as cheating 23 on her. 24 Q. And there was no distinction in her own 25 mind between the two of those activities; correct?</p>	<p style="text-align: right;">Page 100</p> <p>1 A. Yenicyay 2 Like in what capacity? 3 Q. In any capacity. 4 A. Did the word "pornography" ever come up? 5 Q. No, not the word, but the subject. 6 Did you have a discussion of any 7 substance about pornography? 8 A. About if it's -- no. I'm not trying 9 to -- like the virtues or the -- 10 Q. No. Whether you consuming it, somebody 11 else consuming it, anything. 12 A. She was always concerned about me 13 consuming it, and I'll be honest, before we were 14 going out, of course, a single guy there's no one 15 to tell you that you can't. 16 There were other things. There was one 17 other instance she found a disc and then that was 18 -- I don't remember if it was before or after. 19 Q. Before or after this URL sighting? 20 A. Yeah. 21 Then she just basically looked at me 22 like I was some kind of filthy animal, that's 23 really -- I mean, I -- that's not an 24 exaggeration, like, she thinks it's that vile. 25 Q. So she made this known to you more</p>
<p style="text-align: right;">Page 99</p> <p>1 A. Yenicyay 2 A. Yes. I mean, I never cheated on her, 3 so I don't know if one is a shade better or not, 4 but that's what she said, it's like cheating and 5 she used those words. 6 Q. How did it come to pass that she saw a 7 URL on, you said, one of your computers? 8 A. Yeah, because it was on there. 9 Q. It was just there? 10 A. She was typing in something and then I 11 guess in the browser history she had noticed it. 12 I don't know if she was snooping or what. I 13 don't feel like she ever snooped on my computer, 14 but it came up and I'm not going to even tell you 15 how it got there because -- 16 Q. I don't care. 17 A. Exactly. It's not as bad as it seems, 18 but it was there and yes, that was a beating. 19 Q. And then did you -- did the two of you 20 ever talk about pornography ever again? 21 Put aside the bachelor party thing, 22 just talking about it like -- 23 A. Did we ever talk about it? 24 Q. Yes. 25 A. I don't think so.</p>	<p style="text-align: right;">Page 101</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

26 (Pages 98 to 101)

Page 110	Page 112
<p>1 A. Yeniczay</p> <p>2 Q. Were you aware that during your</p> <p>3 relationship with Renee that she was in touch</p> <p>4 with her ex-boyfriend Terry Flynn?</p> <p>5 A. If I was -- anyway, it didn't bother</p> <p>6 me. Maybe they talked once. I don't know.</p> <p>7 Maybe you know more about it than I do.</p> <p>8 Q. Do you know that she saw him?</p> <p>9 A. I don't remember knowing that.</p> <p>10 Q. I think what I'm going to do now is I</p> <p>11 have -- I've gotten a bunch of e-mails that have</p> <p>12 been taken from my client's computer system and I</p> <p>13 want to go over them with you to try to help put</p> <p>14 some dates and times onto some things.</p> <p>15 A. Okay.</p> <p>16 Q. So we could do that now, we could take</p> <p>17 a break for a couple of minutes, it's totally up</p> <p>18 to you.</p> <p>19 A. Let's go.</p> <p>20 Q. Okay.</p> <p>21 MS. HANSWIRTH: Can we go off the</p> <p>22 record for a second?</p> <p>23 THE VIDEOGRAPHER: Going off the</p> <p>24 record. The time is 2:12.</p> <p>25 (Recess taken.)</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 111	Page 113
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

29 (Pages 110 to 113)

Page 130	Page 132
<p>1 A. Yenicyay 2 remembered if Renee got sick after you guys came 3 back from Alaska. 4 A. Right. 5 Q. Does this e-mail exchange jog your 6 memory at all about that? 7 A. All right. 8 So this is the week that we got back 9 and yes, I guess she did get sick. 10 Q. Were you aware of that at the time? 11 If you don't remember, it's okay. 12 A. Yeah, but something like this wouldn't 13 stand out in my mind for any reason. There's a 14 couple of times I remember, you know, she had 15 gotten sick and I had to hold her hair while she 16 threw up and I actually stuck my finger down her 17 throat once to make it, but I don't remember what 18 days they were, sorry. 19 Q. That's okay. 20 But she does say at the bottom of the 21 page she says to -- she says "Ian heading to ER 22 right now." 23 A. Yeah. 24 Q. Do you think you would have remembered 25 if she visited the emergency room?</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 131	Page 133
<p>1 A. Yenicyay 2 A. Yeah. I don't remember that. 3 Q. So you weren't there with her? 4 A. I wasn't with her, no. 5 Q. And you don't remember her telling you 6 that she went to the emergency room? 7 A. No. 8 Q. That's okay. 9 A. I feel like a terrible boyfriend. 10 MR. SCHATZ: It's three years ago. 11 Q. I'm actually skipping a few of them. 12 A. How many do we have left? 13 Q. This many other than the ones I don't, 14 you know, I decide not to show you. 15 (Yenicyay Exhibit 9, documents bearing 16 production Nos. DEF00002949 through 17 DEF00002965, marked for identification, as 18 of this date.) 19 A. Okay. 20 Q. Do these -- does this document appear 21 to be an exchange of e-mails between Renee and 22 Katerina? 23 A. Mm-hm. 24 Q. Do you recall a time of -- the top, the 25 last of these e-mails is from Tuesday, September</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

34 (Pages 130 to 133)

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Page 151	Page 153
1 A. Yenicay	1
2 alcohol you should get for the evening; is that	2
3 correct?	3
4 A. Yeah.	4
5 Q. And does she write back to you saying	5
6 "Just get some soda and the best vodka with some	6
7 limes for me then. I would say make me some	7
8 martinis, but I may lose a shoe or something	8
9 tonight. What do you think?"	9
10 A. Yeah.	10
11 Q. Did you respond to her at all? It	11
12 doesn't have to be by e-mail.	12
13 A. I imagine I did, I don't know what it	13
14 was. Maybe I didn't -- I don't have any of these	14
15 e-mails saved. The text messages, if it was a	15
16 text, the texts are long gone. If it was a phone	16
17 conversation -- are you asking what does this	17
18 lose a shoe mean?	18
19 Q. Yes, I was just going to ask you that.	19
20 A. The only thing that rings a bell about	20
21 that is the night that her and Erinn were so	21
22 drunk they were falling over the -- they actually	22
23 switched shoes accidentally. That's the only	23
24 thing that comes to mind.	24
25 Q. Do you recall getting tickets to see a	25

39 (Pages 150 to 153)

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
Action No. 09-CV-01251 (DAB)

-----X  
RENEE MIHALIK,  
Plaintiff,

- against -

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.  
-----X

875 Third Avenue  
New York, New York 10022  
June 29, 2010  
10:52 p.m.

DEPOSITION of MARK R. POWERS,  
taken by the Defendant, pursuant to  
Subpoena, held before Vicki Livings, a  
Notary Public of the State of New York.

<p style="text-align: right;">Page 18</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 20</p> <p>1 M. Powers 2 left Instinet and went to Citi? 3 A My understanding is that she 4 was terminated, or they had a reduction 5 in force in 2003. My circumstances were 6 for a better opportunity. 7 Q Did she leave Instinet 8 before you left Instinet? 9 A Yes. 10 Q When you got to Citi, was 11 she already at Citi? 12 A Yes. 13 Q Was it just a coincidence 14 that the two of you were at the same 15 employers at two different times? 16 A Yes. 17 Q When you were at Citi, 18 Mr. Mannarino, you testified, was your 19 partner, correct? 20 A Yes. 21 Q What does that mean? 22 A We cohead the desk. 23 Q What desk? 24 A Sales and trading for 25 Citigroup electronic. When we use Lava,</p>
<p style="text-align: right;">Page 19</p> <p>1 M. Powers 2 with you as well? 3 A Yes, she was an employee of 4 Lava when I was hired. 5 Q Can you tell me, from the 6 time you met Ms. Mihalik -- withdrawn. 7 At the time you met 8 Ms. Mihalik, you and she were both 9 employees of Instinet, correct? 10 A Yes. 11 Q At that time when was the 12 last time you saw Ms. Mihalik? 13 A When she was terminated by 14 Citigroup. 15 Q Between the time you first 16 met Ms. Mihalik at Instinet in 17 about 2003, and the time Ms. Mihalik was 18 terminated by Citigroup, can you tell me 19 who both of your employers were? 20 A Can you repeat. 21 Q I'll rephrase the question. 22 Did Citi buy Instinet? 23 A No, they tried. 24 Q What were the circumstances 25 pursuant to which you and Ms. Mihalik</p>	<p style="text-align: right;">Page 21</p> <p>1 M. Powers 2 It's the electronic trading entity of 3 Citi. That's how it's referred to. 4 Q When you were at Citi, what 5 was Ms. Mihalik doing at Citi? 6 A She was, I believe, a 7 coverage person on the desk. 8 Q What does that mean? 9 A That means her job was to 10 cover accounts. 11 Q What do you mean? 12 A On a day-to-day trading 13 basis, her job was to try to grow 14 revenue, and from different aspects of 15 electronic trading. 16 Q What would she do to grow 17 revenue? I don't mean she specifically. 18 I mean what would a person in the job 19 that she held do to grow revenue? 20 A It's a sales position. In 21 order to do that -- it's a component of 22 client service. It's knowing various 23 intricacies of electronic trading in the 24 market. Lava was -- they were very high 25 profile institutional accounts. Covering</p>

6 (Pages 18 to 21)

<p style="text-align: right;">Page 30</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 32</p> <p>1 M. Powers 2 A I believe so, yes. 3 Q Do you recall whether she 4 always disagreed with her ranking? 5 A I think in the beginning she 6 didn't because she was probably ranked a 7 little higher. As time progressed, she 8 was ranked lower. 9 Q Is it a fair statement that 10 her performance declined as she 11 progressed in her career at Citi? 12 A I'd say that's fair. 13 Q How did Ms. Mihalik's 14 performance change over the time that you 15 supervised her at Citi? 16 A I felt Renee had potential. 17 She wasn't a non-intelligent girl. I 18 think sometimes her work ethic wasn't the 19 best. 20 Q What does that mean? 21 A She had trips that there 22 were only one or two meetings on the west 23 coast, and she would be out for a week. 24 She had a knee operation and she didn't 25 show up for five to six weeks.</p>
<p style="text-align: right;">Page 31</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 33</p> <p>1 M. Powers 2 And progressively things 3 like that which affected her overall 4 performance and account growth, 5 et cetera. 6 Q Did you find that she had a 7 lot of absenteeism? 8 A I would say it was sporadic, 9 but definitely we had to manage her 10 pretty hard. 11 Q What do you mean manage her 12 pretty hard? 13 A There was a calendar. We 14 had to know where people were. We had 15 growth targets to meet. And like I said, 16 she wasn't a non-intelligent girl. She 17 did know the product, but I think there 18 was conflicting things going on that I 19 didn't know about. 20 Q What was the product? 21 A It's an overall 22 electronic -- how stocks are traded is 23 electronically. And we offer 24 institutional, community, mutual fund 25 managers, hedge funds, people like that,</p>

9 (Pages 30 to 33)

<p style="text-align: right;">Page 34</p> <p>1 M. Powers 2 mechanisms to trade in the open market 3 through a variety of very complex 4 products. 5 And that's what her job and 6 the team's job is, to have mutual fund 7 XYZ trade through us, through education, 8 through coverage, service, whatever. 9 Q Were there aspects of her 10 job that she was not performing well, 11 specifically? 12 A I think one of the main 13 complaints we had on her was absenteeism. 14 And I think if she had fully committed, 15 she would be very good. It was kind of a 16 seesaw effect, when she would be engaged 17 and when she wouldn't be engaged. 18 Q So there were times she was 19 not engaged, correct? 20 A If I remember correctly, 21 yes. 22 Q How frequently would those 23 times be? 24 A I can't put a finger on 25 that.</p>	<p style="text-align: right;">Page 36</p> <p>1 M. Powers 2 remember. 3 Q Was she terminated by Citi 4 as part of a reduction in force? 5 A Yes. 6 Q But the reason she was 7 selected for termination in the reduction 8 in force was because of sub-standard 9 performance; is that correct? 10 A From a compliance 11 standpoint, that would be incorrect. 12 Q I understand that's not what 13 you put on her US, correct? 14 A Yes. 15 Q But you as a manager had to 16 select who would be retained and who 17 would be discharged in the reduction of 18 force, correct? 19 A Correct. 20 Q So was her performance, 21 relative to her peers, the reason that 22 you and Mr. Mannarino selected Renee 23 Mihalik as one of the people to be 24 terminated in the reduction of force? 25 A It was a component.</p>
<p style="text-align: right;">Page 35</p> <p>1 M. Powers 2 Q You testified that her 3 performance declined during her tenure at 4 Citi, correct? 5 A Yes. 6 Q In what respect did it 7 decline? 8 A As I mentioned, it would be 9 from a production standpoint, who we 10 felt -- if we gave accounts and if they 11 grew, that would be a very good 12 benchmark. I don't remember specifics. 13 What I do know is that there were 14 multiple factors that -- the reason why 15 she was let go is obviously performance 16 based. 17 Q What were the factors that 18 caused her to be let go? 19 A I think a lot of it was, 20 like I mentioned, she didn't show up for 21 work for long periods of time. When she 22 had a knee operation, she didn't come to 23 work for six to eight weeks. We found 24 that she went on trips without any 25 meetings. Those are the two instances I</p>	<p style="text-align: right;">Page 37</p> <p>1 M. Powers 2 Q What else was a component? 3 A I think her absenteeism and 4 we probably had a redundancy in what her 5 skill was. 6 In Citigroup, for the 7 record, we have a very strict policy if 8 there is going to be a termination of an 9 employee, specifically a woman. There 10 has to be a very, very good reason for 11 it. 12 Q Did you believe that there 13 was a good reason for the termination of 14 Ms. Mihalik? 15 A We had too many people, and 16 the revenues were not substantive. The 17 folks who weren't going to add a large 18 component to the significant contribution 19 to the bottom line of our revenue, it's 20 effective to say, were put in the 21 reduction of force. 22 Q At the time of the reduction 23 in force in which Ms. Mihalik was 24 terminated, how many other people were 25 terminated, if you recall?</p>

10 (Pages 34 to 37)



<p style="text-align: right;">Page 38</p> <p>1 M. Powers</p> <p>2 A I believe two or three</p> <p>3 others.</p> <p>4 Q And there were a total of 15</p> <p>5 people on the desk at that time; is that</p> <p>6 accurate?</p> <p>7 A I don't know. It went down,</p> <p>8 I believe, in the reduction of force --</p> <p>9 I'm not sure of the amount. There was</p> <p>10 also the emerging of a couple groups into</p> <p>11 one, and the lower tier were put in that.</p> <p>12 It's fair to say that the ranking system</p> <p>13 I spoke of before is a judge as to how</p> <p>14 people entered the reduction of force.</p> <p>15 Q To clarify, is it a fair</p> <p>16 statement that Ms. Mihalik was one of the</p> <p>17 lowest performers in her group at the</p> <p>18 time she was selected for termination in</p> <p>19 the reduction in force at Citi?</p> <p>20 A Lower. I wouldn't say</p> <p>21 lowest.</p> <p>22 Q You said there were two or</p> <p>23 three people terminated, or two or three</p> <p>24 others?</p> <p>25 A Two or three others were</p>	<p style="text-align: right;">Page 40</p> <p>1 M. Powers</p> <p>2 say three or four.</p> <p>3 Q Whether three or four,</p> <p>4 you're not clear, but it was one or the</p> <p>5 other, correct?</p> <p>6 A Right.</p> <p>7 Q Can we go through the</p> <p>8 factors that, in your mind and</p> <p>9 Mr. Mannarino's mind -- first of all, was</p> <p>10 it up to you and Mr. Mannarino to select</p> <p>11 the people who would be terminated in the</p> <p>12 Citi's reduction in force?</p> <p>13 A We made the recommendations</p> <p>14 to the heads of equity, yes.</p> <p>15 Q Were your recommendations</p> <p>16 accepted?</p> <p>17 A Almost always, yes.</p> <p>18 Q Did you and Mr. Mannarino</p> <p>19 recommend that Ms. Mihalik be terminated</p> <p>20 in the reduction in force?</p> <p>21 A Yes, we did.</p> <p>22 Q Can you tell me the factors</p> <p>23 that entered into your decision to</p> <p>24 recommend that Ms. Mihalik be included in</p> <p>25 the termination by Citi?</p>
<p style="text-align: right;">Page 39</p> <p>1 M. Powers</p> <p>2 included in that group of either three or</p> <p>3 four. I don't remember.</p> <p>4 Q How many people were in the</p> <p>5 total group from whom the people to be</p> <p>6 terminated were selected?</p> <p>7 A Fourteen -- actually, no.</p> <p>8 It had to be like 20 something.</p> <p>9 Q So there were more than 20</p> <p>10 people in the group that included</p> <p>11 Ms. Mihalik at the time of her selection</p> <p>12 for participation in the reduction in</p> <p>13 force, correct?</p> <p>14 A Yes.</p> <p>15 Q And there were a total of</p> <p>16 approximately four people, Ms. Mihalik,</p> <p>17 plus two or three others who were</p> <p>18 terminated in the Citi reduction in</p> <p>19 force, correct?</p> <p>20 A Yes. And why I am tepid in</p> <p>21 my response is that there were multiple</p> <p>22 reductions in force. I don't remember</p> <p>23 who was in what.</p> <p>24 Q Attempting to focus --</p> <p>25 A Attempting to focus, I would</p>	<p style="text-align: right;">Page 41</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 42</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 44</p> <p>1 M. Powers</p> <p>2 who were not terminated do better than</p> <p>3 Ms. Mihalik?</p> <p>4 A It can be a wide range.</p> <p>5 Maybe they knew technology better. Maybe</p> <p>6 they had better accounts. Maybe there</p> <p>7 was more revenue attached to them.</p> <p>8 Q Would these factors that</p> <p>9 went into your decision and</p> <p>10 Mr. Mannarino's decision to discharge</p> <p>11 Ms. Mihalik be reflected in the</p> <p>12 performance reviews that you did on her?</p> <p>13 A Yes.</p> <p>14 Q So if we were able to see</p> <p>15 those performance reviews, is it your</p> <p>16 testimony that we would be able to get a</p> <p>17 better understanding of what she was not</p> <p>18 doing as well as other people?</p> <p>19 A Yes, because the reduction</p> <p>20 in force was based on the performance</p> <p>21 reviews, if that's what you are looking</p> <p>22 for.</p> <p>23 Q Thank you for telling me</p> <p>24 that. That's important.</p> <p>25 When you and Mr. Mannarino</p>
<p style="text-align: right;">Page 43</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 45</p> <p>1 M. Powers</p> <p>2 sat down to decide whom to terminate in</p> <p>3 the reduction in force, did you have the</p> <p>4 performance reviews in front of you?</p> <p>5 A We knew them.</p> <p>6 Q Because you had written</p> <p>7 them?</p> <p>8 A Correct.</p> <p>9 Q After you recommended that</p> <p>10 Ms. Mihalik be among those to participate</p> <p>11 in the reduction of force, did you</p> <p>12 communicate that to somebody specific?</p> <p>13 A We communicated it to human</p> <p>14 resources. And then the appropriate</p> <p>15 action is to go to a room like this with</p> <p>16 human resources. She is terminated,</p> <p>17 given a package, and that's it.</p> <p>18 Q Did you have a discussion</p> <p>19 with anybody at Citigroup, either human</p> <p>20 resources or Mr. Steinmatz about the</p> <p>21 individuals whom you selected for the</p> <p>22 reduction in force?</p> <p>23 A Yes, there are various</p> <p>24 people that this chain flowed through.</p> <p>25 So there is a pool on the U.S. equity</p>

12 (Pages 42 to 45)

<p style="text-align: right;">Page 46</p> <p>1 M. Powers</p> <p>2 trading desk of the people who are going</p> <p>3 to be put into the reduction of force.</p> <p>4 Those people are submitted by the desk</p> <p>5 managers, and that went up to a various</p> <p>6 hierarchy in the organization, and that</p> <p>7 was submitted.</p> <p>8 Q Was Ms. Mihalik one of</p> <p>9 people who was on -- you called it the</p> <p>10 trading desk; is that right?</p> <p>11 A Yes.</p> <p>12 Q Was she one of the people on</p> <p>13 the trading desk at Citi, first of all,</p> <p>14 at that time?</p> <p>15 A Yes.</p> <p>16 Q Was she one of people whose</p> <p>17 name was given to the hierarchy by you</p> <p>18 and Mr. Mannarino for ratification of</p> <p>19 your decision to include her in the</p> <p>20 people to be terminated?</p> <p>21 A Right, and our ratification</p> <p>22 was taken as good to go.</p> <p>23 Q Did anyone have a</p> <p>24 conversation with you about your</p> <p>25 recommendation that Ms. Mihalik be</p>	<p style="text-align: right;">Page 48</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 47</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 49</p> <p>1 M. Powers</p> <p>2 in connection with her selection for the</p> <p>3 reduction in force?</p> <p>4 A Not at Citigroup.</p> <p>5 Q Did there come a time during</p> <p>6 your tenure at Citi when you worked with</p> <p>7 Mr. Mannarino, when Mr. Mannarino and/or</p> <p>8 you were asked to keep any records about</p> <p>9 Ms. Mihalik?</p> <p>10 A Yes.</p> <p>11 Q When was that?</p> <p>12 A We were asked to keep, by</p> <p>13 human resources, meticulous records on</p> <p>14 her actions.</p> <p>15 Q Who asked you to do that?</p> <p>16 A The attorneys at Citigroup</p> <p>17 and human resources. They didn't ask.</p> <p>18 We were told. We inquired as to our</p> <p>19 availability in terms of her termination,</p> <p>20 and we were told -- and this was more</p> <p>21 Mr. Mannarino than me. But we were told</p> <p>22 to keep a record of her behavior. And</p> <p>23 due to the fact that Ms. Mihalik was --</p> <p>24 we were looking to terminate her prior to</p> <p>25 the reduction in force, but we didn't.</p>

13 (Pages 46 to 49)

<p>Page 50</p> <p>1 M. Powers</p> <p>2 She was just included in the reduction in</p> <p>3 force.</p> <p>4 Q So is it a fair statement</p> <p>5 that you were considering terminating</p> <p>6 Ms. Mihalik for performance reasons</p> <p>7 before the reduction in force was</p> <p>8 announced, but then you decided it would</p> <p>9 be the easiest thing just to include her</p> <p>10 in the reduction in force?</p> <p>11 A That is correct.</p> <p>12 Q Why were you considering</p> <p>13 discharging Ms. Mihalik before the</p> <p>14 reduction in force for performance</p> <p>15 reasons?</p> <p>16 A Everything I outlined</p> <p>17 before, and I don't remember the</p> <p>18 particulars, but I will tell you that it</p> <p>19 was due to absenteeism, I guess, and</p> <p>20 performance associated with that, things</p> <p>21 of that nature.</p> <p>22 Q If somebody has surgery and</p> <p>23 is out for four, six weeks or whatever it</p> <p>24 takes to recover, that is a permissible</p> <p>25 thing for them to do; isn't it?</p>	<p>Page 52</p> <p>1 M. Powers</p> <p>2 Q When she came back, did she</p> <p>3 work hard?</p> <p>4 A I think she would work hard</p> <p>5 sometimes and not hard other times. And</p> <p>6 for the record, when she applied herself,</p> <p>7 she was a good employee.</p> <p>8 Q Other than that time, the</p> <p>9 knee surgery -- do you know the nature of</p> <p>10 the knee surgery?</p> <p>11 A I do know she had an ACL.</p> <p>12 Q Other than the knee surgery,</p> <p>13 there were -- I believe you testified</p> <p>14 that there were other times when she had</p> <p>15 excessive absenteeism, correct?</p> <p>16 A Correct.</p> <p>17 Q Tell me the other times that</p> <p>18 you recall of excessive absenteeism.</p> <p>19 A There were days that she was</p> <p>20 gone when she said she had a meeting.</p> <p>21 And we followed up, and she didn't have</p> <p>22 meetings. One trip she went to</p> <p>23 California for a week, and she had one</p> <p>24 meeting, if that. That's the example I</p> <p>25 remember.</p>
<p>Page 51</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 53</p> <p>1 M. Powers</p> <p>2 Q Anything else you remember?</p> <p>3 A There were days she would</p> <p>4 call up and just not come in.</p> <p>5 Q She did this -- withdrawn.</p> <p>6 Is it a fair statement that</p> <p>7 she was generally absent more than other</p> <p>8 people on the desk?</p> <p>9 A I guess, in the collective,</p> <p>10 but, you know, from a performance</p> <p>11 standpoint she wasn't up to par.</p> <p>12 Q She was in a revenue</p> <p>13 generating position, correct?</p> <p>14 A Correct.</p> <p>15 Q And she was judged by how</p> <p>16 much revenue she produced, right?</p> <p>17 A She was judged on growth.</p> <p>18 Q Was she given accounts to</p> <p>19 grow?</p> <p>20 A Correct.</p> <p>21 Q Was she required to get</p> <p>22 accounts on own?</p> <p>23 A That was not really her</p> <p>24 position. She was given accounts.</p> <p>25 Q Tell me how she did at</p>

14 (Pages 50 to 53)

Page 54	Page 56
<p>1 M. Powers</p> <p>2 growing accounts?</p> <p>3 A A few she did very well.</p> <p>4 And that seemed to subside towards the</p> <p>5 latter part, and trail off. In the</p> <p>6 beginning she did very well.</p> <p>7 Q About at what point into her</p> <p>8 employment did she stop doing very well?</p> <p>9 A After three-quarters.</p> <p>10 Q Focus, if you can, on the</p> <p>11 last year of her employment at Citi. Can</p> <p>12 you tell me how she was doing in growing</p> <p>13 revenue?</p> <p>14 A I can't. I don't remember.</p> <p>15 Q Would that be reflected in</p> <p>16 her performance evaluations?</p> <p>17 A It would be.</p> <p>18 Q But it is a fair statement</p> <p>19 that from the beginning of her employment</p> <p>20 at Citi to the end, her performance</p> <p>21 markedly declined, correct?</p> <p>22 A It declined.</p> <p>23 Q Did it decline to a level</p> <p>24 where it became unsatisfactory?</p> <p>25 A I would probably just say</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 55	Page 57
<p>1 M. Powers</p> <p>2 satisfactory.</p> <p>3 Q Did it decline to a level</p> <p>4 where you were considering terminating</p> <p>5 for performance reasons?</p> <p>6 A I think it was one of the</p> <p>7 components that went into the termination</p> <p>8 inquiry.</p> <p>9 Q So the answer is yes, then?</p> <p>10 A The answer is it was a</p> <p>11 component.</p> <p>12 Q Going back to the point</p> <p>13 where you and Mr. Mannarino began to keep</p> <p>14 records of Ms. Mihalik, when was that?</p> <p>15 A 2007.</p> <p>16 Q How long before her</p> <p>17 discharge, a year or so?</p> <p>18 A I don't know when her</p> <p>19 discharge was. Probably eight months.</p> <p>20 Q Who initiated the request to</p> <p>21 keep records about Ms. Mihalik's daily</p> <p>22 activities?</p> <p>23 A We had inquired into human</p> <p>24 resources the appropriate actions to</p> <p>25 take, and we were dictated by legal and</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

15 (Pages 54 to 57)

Page 58	Page 60
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24	24
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Page 59	Page 61
1 M. Powers	1
2 weren't.	2
3 Q Do you remember any	3
4 incidents -- withdrawn.	4
5 What incidents were	5
6 memorialized in the records made by	6
7 Mr. Mannarino and reviewed by you?	7
8 A As I told you, the	8
9 California trip I know for a fact. The	9
10 absenteeism, the associated knee surgery	10
11 and various other absenteeisms -- I don't	11
12 know. I'd have to talk to Mr. Mannarino.	12
13 I don't know.	13
14 Q Do you remember did you see	14
15 more than five documents created by	15
16 Mr. Mannarino?	16
17 A I don't recall.	17
18 Q Do you recall if it was a	18
19 very small number or very large number?	19
20 A I think from the incident	20
21 standpoint, there were more than a few.	21
22 Q So there were probably more	22
23 than five, you think?	23
24 A Maybe.	24
25 MS. ROTH: Off the record.	25

16 (Pages 58 to 61)

Page 86	Page 88
<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 M. Powers 2 could definitely tell something was 3 bothering her. 4 Q How often would this happen? 5 A Sporadically. 6 Q What was she like when she 7 was having a good day? 8 A Very friendly, good at her 9 job. 10 Q Would you describe your own 11 behavior as consistent or erratic? 12 A Consistent at the workplace. 13 Q Would you describe the 14 behavior of other people on the trading 15 desk at Citi as consistent or erratic? 16 A It's pretty individually 17 based, but mostly consistent. 18 Q Were other people behaving 19 in a way that you would characterize as 20 being erratic? 21 A A few. 22 Q What was their behavior 23 like? 24 A I don't know. Kind of 25 goofy. Everybody has a bad day.</p>
Page 87	Page 89
<p>1 M. Powers 2 A I don't know what happened, 3 but that's what I heard. 4 Q When you were on the desk 5 with Ms. Mihalik, was her behavior pretty 6 consistent every day or would you 7 consider it to be erratic? 8 A It was erratic. 9 Q What was erratic about it? 10 A Mood swings. 11 Q Can you describe these mood 12 swings? 13 A Not really. 14 Q What was she like on some 15 days, and what was she like on other 16 days? 17 A She had some bad days and 18 she had some good days. 19 Q What characteristics would 20 she exhibit on a bad day? 21 A Like she was a little angry. 22 Q What would she do to 23 manifest that anger? 24 A Not talk to anyone. I don't 25 know. I forgot what she did, but you</p>	<p>1 M. Powers 2 Q Did she have occasional bad 3 days or frequent bad days? 4 A They were sporadic. 5 Q When she had a bad day, 6 would she behave differently toward 7 colleagues? 8 A Sometimes yes, sometimes no. 9 Q Did you have any negative 10 impressions of her interaction with any 11 colleagues on the desk? 12 A I think sometimes she acted 13 pretty erratic toward some individuals. 14 Q Give me an example. 15 A This was a long time ago. 16 She thought she was right. She thought 17 she was right. She would get in pretty 18 heated arguments with people. 19 Q Did you have an opinion in 20 those cases whether she was right? 21 A I don't remember the 22 particulars, but sometimes yes, she might 23 have been right, or maybe... 24 Q Did you view her arguments 25 as inappropriate?</p>

23 (Pages 86 to 89)

Page 90	Page 92
<p>1 M. Powers</p> <p>2 A I think it was a difference</p> <p>3 of opinion sometimes.</p> <p>4 Q That's not the question.</p> <p>5 A I don't remember, if that's</p> <p>6 what you're asking.</p> <p>7 Q I'm asking --</p> <p>8 A If you are asking if her</p> <p>9 behavior was erratic sometimes, yes. I</p> <p>10 don't remember the particulars.</p> <p>11 Q Do you remember if you</p> <p>12 considered her behavior to be</p> <p>13 inappropriate?</p> <p>14 A I use the context of the</p> <p>15 trading desk to have a high threshold for</p> <p>16 inappropriate behavior. You have to work</p> <p>17 as a team, and sometimes she wasn't part</p> <p>18 of a team.</p> <p>19 Q When she wasn't being part</p> <p>20 of a team, what did she do contrary to</p> <p>21 being part of a team?</p> <p>22 A She maybe acted not as a</p> <p>23 team member.</p> <p>24 Q What do you mean acted not</p> <p>25 as a team member?</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 91	Page 93
<p>1 M. Powers</p> <p>2 A I don't know. Not work</p> <p>3 within the confines of the structures</p> <p>4 that exist. Overly yelled at people.</p> <p>5 Q So it's your testimony that</p> <p>6 Ms. Mihalik did yell at the team?</p> <p>7 A On occasion. Which so did</p> <p>8 other people.</p> <p>9 Q Was she ever reprimanded for</p> <p>10 yelling at people?</p> <p>11 A I assume -- I don't know,</p> <p>12 actually.</p> <p>13 Q Were other people</p> <p>14 reprimanded for yelling?</p> <p>15 A Yeah.</p> <p>16 Q Drawing your attention to</p> <p>17 the time you were both at Citi, did she</p> <p>18 dress like other people on the desk?</p> <p>19 A You mean the girls?</p> <p>20 Q Girl or boys. Was she --</p> <p>21 withdrawn.</p> <p>22 Did she dress -- were there</p> <p>23 other women on the desk?</p> <p>24 A There were five or six other</p> <p>25 women.</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

24 (Pages 90 to 93)



1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK

4 Index No. 09-CV-01251 (DAB)

5 RENE MIHALIK,

6 Plaintiff,

7 -against-

8 CREDIT AGRICOLE CHEUVREUX  
9 NORTH AMERICA, INC.,

10 Defendant.

11 -----x

12 July 16, 2010

13 10:12 a.m.

14 Deposition of CITI GROUP BY TRACY  
15 PLATT BEACH, taken pursuant to 30(b)(6)  
16 subpoena, held at the offices of Hogan Lovells  
17 US LLP, 875 Third Avenue, New York, New York,  
18 before Helen Mitchell, a Shorthand Reporter and  
19 Notary Public.  
20  
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25

Page 22	Page 24
<p>1 Platt 2 MR. SANTANGELO: Yes or no. 3 THE WITNESS: Yes. 4 I'm sorry. 5 Q Can you tell us what that document 6 is? 7 A This is our standard separation 8 agreement. 9 Q A standard separation agreement? 10 A Um-hum. 11 Q Do you see on the second line it 12 refers to a reduction in force; is that correct? 13 A Yes. 14 (Ms. Roth enters) 15 Q Is that the standard way that Citi 16 terminates its employees? 17 A I'm not sure I understand your 18 question. 19 Q Well, I'm just going from what you 20 said about -- that this document is the standard 21 separation agreement. 22 A And release. 23 Q And I'm just wondering if every 24 one of these separation agreements refers to a 25 reduction in force?</p>	<p>1 Platt 2 inappropriate conduct. 3 Q Did you become aware at any point 4 that Renee Mihalik's managers wanted to 5 terminate her employment? 6 A I was aware that there were 7 performance issues with Renee. We did not 8 discuss termination. 9 Q Do you remember what the 10 performance issues were? 11 A Yes. 12 Q What were they? 13 A Renee had attendance issues, and 14 she had -- there was -- it was mainly around 15 attendance. 16 Q Do you remember anything else? 17 A Regarding the attendance? 18 Q Sure, regarding her attendance. 19 A Yes. 20 Q What do you remember? 21 A We had attendance issues, and it 22 was brought to my attention, and we began to 23 discuss what those attendance issues were. 24 Q Who brought it to your attention? 25 A She had two managers at the time,</p>
Page 23	Page 25
<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 Platt 2 Andy Mannarino and Mark Powers. 3 Q Did they both bring Renee's 4 attendance issues to your attention? 5 A Andy Mannarino had brought that to 6 my attention, and then together, since him and 7 Mark were co-managers, we discussed jointly. 8 Q When for the first time did 9 Mr. Mannarino raise Renee's attendance issues 10 with you? 11 A I believe it was August of 12 2007-September of 2007 time frame. 13 Q So that was about -- about five 14 months after she started working at Citi? 15 A No, she began working for us in 16 2005. 17 Q Oh, I'm sorry. I'm sorry, 2005. 18 A It's okay. 19 Q Did you say August of 2007? 20 A Um-hum. 21 MR. SANTANGELO: Yes or no. 22 A Yes. 23 THE WITNESS: Sorry. 24 Q Would you take a look again at 25 Exhibit 8, and tell me if you --</p>

7 (Pages 22 to 25)

Page 30	Page 32
<p>1 Platt</p> <p>2 Q Let's look at the first page of</p> <p>3 this exhibit. It appears to be, at least the</p> <p>4 first three e-mail backs and forths look like</p> <p>5 they're exchanges among you and Mr. Powers and</p> <p>6 Mr. Mannarino, and possibly someone named Sharon</p> <p>7 Lawrance, on January 22nd, 2007.</p> <p>8 Is that correct?</p> <p>9 A That is correct.</p> <p>10 Q Can you tell us what you remember</p> <p>11 about what was going on with Renee that day?</p> <p>12 A I don't recall that particular</p> <p>13 day. I recall that at that time Renee had been</p> <p>14 calling out sick, and it had -- and this was one</p> <p>15 of the instances where she had called out sick,</p> <p>16 and they were looking for advice on how to speak</p> <p>17 with her.</p> <p>18 Q If you look at the second -- it's</p> <p>19 a short e-mail, it says it's from you to Andy</p> <p>20 Mannarino, and it says, "Did you speak with her?</p> <p>21 We have already discussed with her that she</p> <p>22 cannot just send e-mails like this."</p> <p>23 Do you see that?</p> <p>24 A Um-hum.</p> <p>25 Q When you were saying, "we have</p>	<p>1 Platt</p> <p>2 A What was the issue that we had?</p> <p>3 Q Yes.</p> <p>4 A At this time Renee had used all of</p> <p>5 her sick time, as I recall, and we had asked her</p> <p>6 if she was going to be out, to give her manager</p> <p>7 a call, because oftentimes these managers were</p> <p>8 not in the office, so they wouldn't see it, they</p> <p>9 were client-facing managers. So we had said to</p> <p>10 her, "You need to give them a call, and respond</p> <p>11 appropriately with them."</p> <p>12 Q So the point was that she was not</p> <p>13 supposed to be sending an e-mail that she was</p> <p>14 out sick, she was supposed to call; is that</p> <p>15 correct?</p> <p>16 A As I recall, we had asked her to</p> <p>17 speak directly with her managers, correct.</p> <p>18 Q All we can find out is what you</p> <p>19 recall, so this is all whatever you remember.</p> <p>20 A I preface everything.</p> <p>21 Q I know. No one remembers</p> <p>22 everything.</p> <p>23 What would happen, typically, in a</p> <p>24 situation when an employee had already used up</p> <p>25 his or her sick days or vacation days?</p>
Page 31	Page 33
<p>1 Platt</p> <p>2 already discussed with her," who was the "we"</p> <p>3 that you were referring to?</p> <p>4 A Andy and Mark.</p> <p>5 Q Did you ask them to inform Renee</p> <p>6 that she could not just send out e-mails like</p> <p>7 this?</p> <p>8 A Correct.</p> <p>9 Q When you said "e-mails like this,"</p> <p>10 what were you referring to?</p> <p>11 A I was referring to her bottom</p> <p>12 e-mail here, where Renee sends her manager,</p> <p>13 Andy, an e-mail that says, "Subject: Out sick."</p> <p>14 Q Was it your understanding that she</p> <p>15 was simply sending a note to her supervisor that</p> <p>16 she wasn't coming in to work that day?</p> <p>17 A I'm sorry, can you repeat the</p> <p>18 question?</p> <p>19 MS. HANSWORTH: I'll change the</p> <p>20 question.</p> <p>21 THE WITNESS: Okay.</p> <p>22 Q What is it about this particular</p> <p>23 e-mail from Renee that is to Mr. Mannarino, with</p> <p>24 the subject "out sick," what is, I guess, wrong</p> <p>25 with that?</p>	<p>1 Platt</p> <p>2 A We typically will sit them down</p> <p>3 and let them know. We usually do that in</p> <p>4 advance of them using all of their time, just to</p> <p>5 remind them that they're coming up, approaching</p> <p>6 the maximum amount of time. And if it gets to a</p> <p>7 point where they're exceeding the days, we then</p> <p>8 need to discuss what the next steps are and what</p> <p>9 the reason is behind it. So there's not a one</p> <p>10 answer for all.</p> <p>11 Q Could poor attendance be a grounds</p> <p>12 for terminating an employee?</p> <p>13 A It could.</p> <p>14 Q Who is Sharon Lawrance?</p> <p>15 A Sharon is -- was a manager of</p> <p>16 Citi's that worked in our equities department,</p> <p>17 and at the time, right around this time, in</p> <p>18 January, she began managing Mark and Andy.</p> <p>19 Q And who is David Lawlor?</p> <p>20 A David is another manager -- excuse</p> <p>21 me, a generalist in HR, that at that time</p> <p>22 covered the equities business of Citi Group.</p> <p>23 Q Is that something that Lava was</p> <p>24 part of?</p> <p>25 A Yes. So Lava, when we started to</p>

9 (Pages 30 to 33)

<p style="text-align: right;">Page 34</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 36</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 35</p> <p>1 Platt 2 Q The page number at the bottom is 3 one. 4 A Okay. 5 Q If you just read what's on this 6 page, and let us know what the issue is with 7 Renee that's being discussed. 8 (Witness complying) 9 A They're discussing, again, her 10 calling out sick. And as you can read in the 11 third paragraph down, Andy informs her that 12 she's out of sick time and vacation time. 13 Q Is it more than just that she's 14 out sick that Andy's having a problem with? 15 A Well, she had no more time. She 16 had exhausted all of her vacation time and all 17 of her sick time. I can't say what he was 18 thinking. 19 Q That's fair enough. 20 He does say that she was an hour 21 and a half late. 22 Was lateness also an issue with 23 Renee? 24 A Yes. 25 Q When is the last time you spoke to</p>	<p style="text-align: right;">Page 37</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

10 (Pages 34 to 37)

<p>Page 38</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 40</p> <p>1 Platt 2 eise on that team would then take up the 3 responsibility for those accounts? 4 A I would assume. We would need 5 coverage of the accounts, I would assume that. 6 Q Can you tell from looking at 7 Mr. Powers' e-mail why Renee was relieved of 8 these accounts? 9 A I am assuming, reading this 10 e-mail, that she was relieved because of the 11 fact that she was taking extended periods of 12 time to go to the accounts. 13 Q What specifically in the e-mail 14 leads you to make that assumption? 15 A Where Mark says, "During each of 16 these trips Renee's use of company time is very 17 poor and extremely inefficient." 18 Q If you go on to the next e-mail, 19 it looks like an e-mail from Mr. Mannarino 20 written to you, and copied to Mark Powers, also 21 on January 22nd, 2007. 22 Would you -- it's a bit lengthy, 23 but if you wouldn't mind just reading it 24 through, and then just letting us know when 25 you're done --</p>
<p>Page 39</p> <p>1 Platt 2 Q Okay. 3 And the last line of his e-mail 4 says, "Soon after this trip Renee was relieved 5 of her west coast accounts." 6 Do you see that? 7 A Um-hum -- yes. 8 Q What's your understanding of what 9 that means? 10 A Well, what the understanding is is 11 their roles, where they covered accounts, based 12 on this product, LavaFlow, and as I understand 13 it, the accounts that we had on the west coast 14 she no longer was covering. 15 Q I didn't understand the first part 16 of your answer -- 17 A Sure. 18 Q -- about that there -- who was 19 covering accounts that -- 20 A Renee Mihalik had, as it states 21 here, had west coast accounts for the product 22 LavaFlow she supported. And after these trips, 23 she was relieved of those -- of supporting those 24 accounts. 25 Q And would that mean that somebody</p>	<p>Page 41</p> <p>1 Platt 2 A Sure. 3 Q -- I'll ask you a few questions. 4 A Okay. 5 (Witness complying) 6 A Okay. 7 Q First of all, do you remember what 8 led both Mr. Mannarino and Mr. Powers to send 9 you an e-mail about Renee's performance on the 10 same day, January 22nd, 2007? 11 A Well, one was -- what I had asked 12 them to do was to document the timeline they had 13 of Renee, and her attendance. And since the two 14 of them had covered her at different periods of 15 time, Andy took the first lead, and then Mark, 16 as you saw, sent the e-mail directly after with 17 his -- his management of her prior. 18 Q Why did you ask them to do that? 19 A They had come to me and informed 20 me that Renee had been out sick, and had used 21 all of her days, exhausted her vacation time. 22 Q But according -- is it correct 23 that Renee had exhausted her vacation time and 24 sick days by August of 2006; is that correct? 25 A It is. And looking at this, I</p>

11 (Pages 38 to 41)

<p style="text-align: right;">Page 42</p> <p>1 Platt</p> <p>2 believe -- I don't recall the time frame, I</p> <p>3 believe I was informed after -- afterwards. I</p> <p>4 wasn't informed before she had exhausted her</p> <p>5 time, it was after, and it had gone through the</p> <p>6 end of 2006 and began again in 2007.</p> <p>7 Q Who would have kept track of</p> <p>8 Renee's vacation days at that time?</p> <p>9 A Her managers.</p> <p>10 Q How many vacation days did she</p> <p>11 get?</p> <p>12 A I don't recall.</p> <p>13 Q Would it be in her offer letter?</p> <p>14 A I don't believe we put the number</p> <p>15 of vacation days, no.</p> <p>16 Q So at some point --</p> <p>17 MS. HANSWORTH: Let me change that</p> <p>18 question.</p> <p>19 Q It is correct that Renee was done</p> <p>20 with all of her time off that she could take in</p> <p>21 August of 2006; correct?</p> <p>22 A From looking at these e-mails, it</p> <p>23 looks as if that's correct.</p> <p>24 Q Would her year, in terms of</p> <p>25 calculating how much time off she'd be able to</p>	<p style="text-align: right;">Page 44</p> <p>1 Platt</p> <p>2 wedding in San Diego and wants to have time off,</p> <p>3 there were no dates discussed.</p> <p>4 Q He says, "Towards the end of</p> <p>5 August, I instructed Renee, after speaking with</p> <p>6 Tracy, that she was out of days and could take</p> <p>7 no more days for the rest of the year."</p> <p>8 Do you see that?</p> <p>9 A Um-hum.</p> <p>10 Q Did you become aware in August of</p> <p>11 2006 that Renee had exhausted all of her</p> <p>12 vacation days for the year?</p> <p>13 A As per this e-mail, it looks as</p> <p>14 if -- yes.</p> <p>15 Q How did you become aware of that?</p> <p>16 A I don't recall. I don't know if</p> <p>17 it was e-mail or phone.</p> <p>18 Q Was it in conjunction with a</p> <p>19 discussion about whether she could have</p> <p>20 additional time off to go to a wedding?</p> <p>21 A I don't recall.</p> <p>22 Q Do you recall any conversations</p> <p>23 with Sharon Lawrance about this issue?</p> <p>24 A I didn't speak to Sharon directly,</p> <p>25 but at that time she had recently taken over</p>
<p style="text-align: right;">Page 43</p> <p>1 Platt</p> <p>2 take, would that start on January 1st and end on</p> <p>3 December 31st?</p> <p>4 A Correct.</p> <p>5 Q Do you remember the incident that</p> <p>6 Mr. Mannarino discusses regarding a wedding in</p> <p>7 California that Renee wanted to go to in</p> <p>8 September of 2006?</p> <p>9 A I recall our conversation, yes.</p> <p>10 Q Tell me everything you remember</p> <p>11 about that.</p> <p>12 A I recall Andy phoning me and</p> <p>13 letting me know that she had requested time off,</p> <p>14 and she had a wedding in California. And we</p> <p>15 discussed that she had no more time, and I asked</p> <p>16 him to go back and tell her she had no more time</p> <p>17 and we weren't going to approve it.</p> <p>18 I was unaware of the conversation</p> <p>19 that he had previously had with her earlier,</p> <p>20 that she had informed him a few weeks prior. So</p> <p>21 he then came back to me, after speaking with</p> <p>22 Renee, and said she's already booked her trip</p> <p>23 and, you know, I didn't give her enough -- ample</p> <p>24 time. I was not aware of the time frame she was</p> <p>25 requesting. He just said she was going to a</p>	<p style="text-align: right;">Page 45</p> <p>1 Platt</p> <p>2 management. I didn't speak with her directly.</p> <p>3 Q Do you recall any conversation or</p> <p>4 communications to the effect that Renee insisted</p> <p>5 on attending this wedding because she had</p> <p>6 already paid for her transportation?</p> <p>7 A Yes. Andy had come back to me and</p> <p>8 informed me of his conversation with Renee, and</p> <p>9 her concern on the financial aspect of already</p> <p>10 booking this trip.</p> <p>11 Q And so what was the outcome?</p> <p>12 A I believe it's in the paragraph</p> <p>13 here; we agreed that she could take the time off</p> <p>14 without pay.</p> <p>15 Q Did you become aware around that</p> <p>16 time, which appears to be the end of August of</p> <p>17 2006, that Renee was complaining about her job?</p> <p>18 A No.</p> <p>19 Q Did Mr. Mannarino around that</p> <p>20 time -- end of August of 2006 -- tell you in any</p> <p>21 fashion that he did not believe that Renee was</p> <p>22 committed to her career?</p> <p>23 A Yes, he in an e-mail to me</p> <p>24 informed me that she felt unfulfilled in her</p> <p>25 job, and he was concerned about that.</p>

12 (Pages 42 to 45)



<p style="text-align: right;">Page 46</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 48</p> <p>1 Platt 2 he starts with August -- 3 A Um-hum. 4 Q -- and is it correct that Renee 5 did not work much at all in August of 2006? 6 MR. SCHATZ: Objection. 7 MS. HANSWIRTH: You can answer. 8 THE WITNESS: Okay. 9 A From this e-mail, she was out on 10 disability for part of August, and then was on 11 vacation. 12 Q Where are Renee's attendance 13 records? 14 A When you say "attendance records," 15 what do you mean by that? 16 Q Well, somebody must have been 17 keeping a record of the days that she was not in 18 the office. 19 A That would have been her managers, 20 Andy and Mark. 21 Q Where would they keep those 22 records? 23 A I have no idea. 24 Q If you needed to look for those 25 records, where would you look?</p>
<p style="text-align: right;">Page 47</p> <p>1 Platt 2 A I don't believe so. I don't 3 recall speaking to Joel directly about Renee. 4 Q If you go to the top of the next 5 page of this e-mail, Mr. Mannarino says, "Toward 6 the end of October, Tracy made it clear that we 7 needed to begin documenting everything with 8 respect to Renee." 9 Do you see that? 10 A Um-hum, yes. 11 Q Does that at all jog your memory 12 as to what discussions or communications you 13 participated in concerning Renee in October of 14 2006? 15 A Yes, it goes back to the fact that 16 we had had continuous attendance issues with 17 her, and she was just coming back from the trip, 18 it was unpaid, from her wedding, and so when she 19 came back -- I don't recall that was the end of 20 August, I don't remember it being that time 21 frame -- that we said we need to begin to 22 document the time out and look at the timeline 23 of her absences, her time out of the office. 24 Q If you go back to the prior page, 25 Mr. Mannarino is discussing the time period --</p>	<p style="text-align: right;">Page 49</p> <p>1 Platt 2 A I don't know. I honestly would 3 not know where to start to look for their 4 personnel records. 5 Q So you're getting from Andy that 6 Renee did not work much at all in August; 7 correct? 8 A Correct. 9 Q And that that led her to be out of 10 time off for the year; correct? 11 A Correct. 12 Q And then, even though that had 13 happened and she was out of time, she still went 14 on another -- or she still took five additional 15 days off; is that correct? 16 A Correct. 17 Q And she was not paid for that; 18 correct? 19 A Correct. 20 Q And then what would have happened 21 had she wanted to take even more time off for 22 that year? 23 A We had a discussion with her that 24 any other time would not be approved, and if she 25 took it, it would be insubordination, of</p>

13 (Pages 46 to 49)

<p style="text-align: right;">Page 50</p> <p>1 Platt</p> <p>2 leaving. So when we agreed to allowing her to</p> <p>3 take the trip to San Diego unpaid, we said this</p> <p>4 would be the last time she would be allowed to</p> <p>5 take unpaid time off that's not approved.</p> <p>6 Q And what if she did that anyway,</p> <p>7 what would have happened?</p> <p>8 A I can't speculate on what would</p> <p>9 have happened. I don't -- I don't know at that</p> <p>10 time.</p> <p>11 Q When you say "insubordination,"</p> <p>12 what exactly do you mean?</p> <p>13 A Well, insubordination in the fact</p> <p>14 that her managers told her that she was not</p> <p>15 allowed to take any more time off.</p> <p>16 Q Is insubordination grounds for</p> <p>17 termination?</p> <p>18 A It can be.</p> <p>19 Q So even though she was told --</p> <p>20 MS. HANSWIRTH: Let me back up.</p> <p>21 Q I think you said, "we told her"</p> <p>22 that she couldn't take any more time off.</p> <p>23 Who is the "we" who told her that?</p> <p>24 A The "we" is Mark and Andy, her</p> <p>25 managers. I never spoke with Renee.</p>	<p style="text-align: right;">Page 52</p> <p>1 Platt</p> <p>2 looking at this e-mail, Andy does specify that</p> <p>3 it was the day after the company holiday party.</p> <p>4 Q Did you ever attend any social</p> <p>5 functions where Renee was present?</p> <p>6 A I don't know.</p> <p>7 Q Did you ever observe Renee</p> <p>8 drinking alcohol?</p> <p>9 A I don't know.</p> <p>10 Q Was Renee paid for the days that</p> <p>11 she called in sick in November and</p> <p>12 December 2006?</p> <p>13 A I don't know that.</p> <p>14 Q Would there be a way to find out?</p> <p>15 A Absolutely.</p> <p>16 Q Could you find that out for me?</p> <p>17 THE WITNESS: Can you find that</p> <p>18 out?</p> <p>19 MR. SANTANGELO: We could find</p> <p>20 that out, yes.</p> <p>21 MS. HANSWIRTH: Thank you.</p> <p>22 And, also, if there's any way to</p> <p>23 determine what her attendance was for</p> <p>24 the time that she worked at Citi, I</p> <p>25 reiterate that request.</p>
<p style="text-align: right;">Page 51</p> <p>1 Platt</p> <p>2 Q So if you look back to the next</p> <p>3 page that starts with, "Toward of end of</p> <p>4 October" --</p> <p>5 A Yep.</p> <p>6 Q -- does it appear that Renee, in</p> <p>7 fact, did take more time off that year?</p> <p>8 A By reading this, it would look</p> <p>9 like she did. She called out sick a few more</p> <p>10 days.</p> <p>11 Q Did she call in sick the day after</p> <p>12 Halloween?</p> <p>13 A Per this e-mail, yes.</p> <p>14 Q Were you made aware on or about</p> <p>15 November 1, 2006 that Renee called in sick?</p> <p>16 A I don't recall when I was made</p> <p>17 aware of -- if there was any prior awareness to</p> <p>18 this e-mail.</p> <p>19 Q Did Renee take any additional days</p> <p>20 off after November 1, 2006?</p> <p>21 A She did. She took off December</p> <p>22 8th, 2006, where she called in sick.</p> <p>23 Q Was that the day after the company</p> <p>24 holiday party?</p> <p>25 A I don't recall the date, but</p>	<p style="text-align: right;">Page 53</p> <p>1 Platt</p> <p>2 Q If you look at the, like, the</p> <p>3 bottom -- there's a long paragraph at the bottom</p> <p>4 of this page.</p> <p>5 A Um-hum.</p> <p>6 Q Can you explain in your own words</p> <p>7 the situation that Mr. Mannarino is talking</p> <p>8 about.</p> <p>9 A What I recall of this conversation</p> <p>10 was Andy phoned me to let me know that he --</p> <p>11 Renee had approached him and told him there was</p> <p>12 an incident on the desk. I instructed him to go</p> <p>13 back and get more details.</p> <p>14 Let me retract.</p> <p>15 When Andy told me he had spoken to</p> <p>16 Renee and she informed him, she did not want to</p> <p>17 give him any details and she did not want to</p> <p>18 discuss it.</p> <p>19 And I asked Andy to go back and</p> <p>20 speak with her again, and she specifically</p> <p>21 stated she did not want to talk to anyone</p> <p>22 regarding it.</p> <p>23 Q Can I interrupt you for a minute?</p> <p>24 A Yes, absolutely.</p> <p>25 Q Are you telling me -- and just</p>

14 (Pages 50 to 53)



<p style="text-align: right;">Page 54</p> <p>1 Platt</p> <p>2 tell me if I'm right or wrong, but are you</p> <p>3 telling me that Renee went to her manager, Andy</p> <p>4 Mannarino, and said that there was an incident</p> <p>5 at the trading desk, but that she would not tell</p> <p>6 him anything about it; is that correct?</p> <p>7 A Did she call it an "incident"?</p> <p>8 I believe, yes, she said there was</p> <p>9 an incident, and she did not want to discuss it,</p> <p>10 correct.</p> <p>11 Q So at that point in time did</p> <p>12 Mr. Mannarino contact you?</p> <p>13 A He did.</p> <p>14 Q Tell me -- you can continue with</p> <p>15 your own recollection of what is going on here.</p> <p>16 Thanks.</p> <p>17 A Okay.</p> <p>18 He informed me that she had told</p> <p>19 him just that. And I asked him -- I instructed</p> <p>20 him to go back and speak with her again and just</p> <p>21 reiterate our company policy and get as much</p> <p>22 information as he could from her regarding</p> <p>23 whatever incident it was -- we weren't aware of</p> <p>24 what it was. And she again reiterated to him</p> <p>25 that she didn't want to discuss it, nor did she</p>	<p style="text-align: right;">Page 56</p> <p>1 Platt</p> <p>2 professional manner.</p> <p>3 Q So no cursing -- limited cursing?</p> <p>4 A Yeah.</p> <p>5 Q Is that -- I don't know.</p> <p>6 A The code of conduct -- excuse me,</p> <p>7 it was simply our code of conduct, and how we</p> <p>8 expect employees to conduct themselves in the</p> <p>9 workplace.</p> <p>10 Q So was it your understanding that</p> <p>11 it was Renee who was violating the code of</p> <p>12 conduct?</p> <p>13 A From Andy's conversation with</p> <p>14 Lori, she informed him that he -- that Renee</p> <p>15 was, you know, using inappropriate language in</p> <p>16 the workplace.</p> <p>17 Q So when Renee was referring to an</p> <p>18 incident at the desk that she didn't want to</p> <p>19 tell anybody about, is it your understanding</p> <p>20 that the reason she didn't want to tell anybody</p> <p>21 about it is because she was the person who was</p> <p>22 responsible for doing something wrong?</p> <p>23 MR. SANTANGELO: Objection.</p> <p>24 A I don't know.</p> <p>25 MS. HANSWIRTH: You can answer.</p>
<p style="text-align: right;">Page 55</p> <p>1 Platt</p> <p>2 want anyone to talk to her about it.</p> <p>3 And so I then instructed Andy that</p> <p>4 we needed to continue to address it.</p> <p>5 He spoke with Lori Orr, who was a</p> <p>6 peer of Renee's on the desk, they sat in a small</p> <p>7 room, and Lori spoke with Andy about it. And as</p> <p>8 you can see, she tells him that -- that,</p> <p>9 actually, Renee was using profanity and using</p> <p>10 inappropriate language on the desk. And so I</p> <p>11 asked Andy to go back and remind everyone of the</p> <p>12 company policy and the code of conduct and</p> <p>13 workplace profession.</p> <p>14 Q So just tell me if I'm correct,</p> <p>15 Ms. Orr told her manager, Mr. Mannarino, that it</p> <p>16 was -- that Renee was using profanity; is that</p> <p>17 correct?</p> <p>18 A That is correct.</p> <p>19 Q And what company policy are you</p> <p>20 referring to?</p> <p>21 A We have a personal code of</p> <p>22 conduct, and I don't know it off the top of my</p> <p>23 head, but --</p> <p>24 Q Basically what does it say?</p> <p>25 A We need to act appropriately, in a</p>	<p style="text-align: right;">Page 57</p> <p>1 Platt</p> <p>2 A I don't know.</p> <p>3 Q Was it commonplace for Citi</p> <p>4 employees to use the F word --</p> <p>5 A No.</p> <p>6 Q -- generally in business?</p> <p>7 A No.</p> <p>8 MR. SANTANGELO: I was swatting a</p> <p>9 fly, but I was going to interrupt and</p> <p>10 say let her finish asking her questions</p> <p>11 before you answer.</p> <p>12 Q So after you learned about this</p> <p>13 incident, could you just tell us again what you</p> <p>14 instructed Mr. Mannarino to do about this.</p> <p>15 A After -- I'm sorry, can you --</p> <p>16 when I learned of what Lori said, or what</p> <p>17 Renee --</p> <p>18 Q What Lori said.</p> <p>19 A I instructed him to have -- during</p> <p>20 his staff meeting, to pass out the code of</p> <p>21 conduct and remind everyone of their</p> <p>22 responsibility, and conduct themselves in a</p> <p>23 professional manner.</p> <p>24 Q Do you see the part of this</p> <p>25 e-mail, this big paragraph, where Renee -- it</p>

15 (Pages 54 to 57)

<p style="text-align: right;">Page 58</p> <p>1 Platt</p> <p>2 looks like Renee has told Mr. Mannarino that she</p> <p>3 put a phony appointment in her calendar?</p> <p>4 MR. SCHATZ: Objection.</p> <p>5 Q Do you see that?</p> <p>6 A Yes.</p> <p>7 Q Can you tell us what that's about,</p> <p>8 to your best recollection.</p> <p>9 A I have no idea. From reading the</p> <p>10 e-mail, I believe she put an appointment in</p> <p>11 there, and she told him -- she, Renee, went to</p> <p>12 her manager and told him it wasn't a real</p> <p>13 appointment.</p> <p>14 Q Do you see where it says that</p> <p>15 Renee says that she left the office to speak to</p> <p>16 an attorney?</p> <p>17 A Yes.</p> <p>18 Q Did you have any discussions or</p> <p>19 communications with Mr. Mannarino about Renee's</p> <p>20 statement that she went to see an attorney</p> <p>21 around the time that this happened?</p> <p>22 A I don't recall if I specifically</p> <p>23 asked him about the attorney.</p> <p>24 Q Was there any point during Renee's</p> <p>25 employment that Citi consulted any legal counsel</p>	<p style="text-align: right;">Page 60</p> <p>1 Platt</p> <p>2 to their attention.</p> <p>3 Q But you do recall that at some</p> <p>4 point before Renee left the employ of Citi that</p> <p>5 you discussed some aspect of Renee's employment</p> <p>6 with counsel; is that correct?</p> <p>7 A Correct.</p> <p>8 Q When was it --</p> <p>9 MS. HANSWIRTH: Strike that.</p> <p>10 Q When was the decision made to do a</p> <p>11 reduction in force with respect to the unit that</p> <p>12 Renee worked in, even if that's the correct --</p> <p>13 if that was the reduction in force?</p> <p>14 A I guess it's a little bit of a</p> <p>15 different -- I'm going to answer in a different</p> <p>16 manner --</p> <p>17 Q Sure.</p> <p>18 A -- because it was a firm-wide</p> <p>19 reduction we were going through, so it was not</p> <p>20 just her group.</p> <p>21 Q There was a firm-wide reduction in</p> <p>22 force for the entire --</p> <p>23 A Lava had more than just LavaFlow</p> <p>24 reductions.</p> <p>25 Q This was a Lava reduction in</p>
<p style="text-align: right;">Page 59</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 61</p> <p>1 Platt</p> <p>2 force, is that what you're saying? Or was this</p> <p>3 a -- when you say "firm-wide," do you mean the</p> <p>4 entire Citi?</p> <p>5 A Not entire Citi. Parts of Citi</p> <p>6 Group were going through reductions, certain</p> <p>7 businesses were being exited.</p> <p>8 Q Is the Lava business still</p> <p>9 operational?</p> <p>10 A Pieces of it, certain pieces.</p> <p>11 Q I really don't understand the</p> <p>12 whole reduction in force concept, or how --</p> <p>13 A Okay.</p> <p>14 Q -- it was administered in this</p> <p>15 situation.</p> <p>16 A Okay.</p> <p>17 Q So just tell me what you remember</p> <p>18 about this particular reduction in force.</p> <p>19 A So April 2007, on or about that</p> <p>20 time -- maybe it was January -- we were starting</p> <p>21 to see a downturn in the market, and we began</p> <p>22 exiting certain businesses, and with that we</p> <p>23 reduced expenses, and some of that is head</p> <p>24 count. And there was a decision made that there</p> <p>25 was a certain number of head count that we had</p>

16 (Pages 58 to 61)

<p style="text-align: right;">Page 62</p> <p>1 Platt</p> <p>2 to reduce, and based upon what business you were</p> <p>3 supporting. So...</p> <p>4 Q When you say "based upon what</p> <p>5 business you were supporting," what do you mean</p> <p>6 by that?</p> <p>7 A So, for example -- I'm not saying</p> <p>8 in this particular case -- say, for example,</p> <p>9 that in HR you have three generalists and you're</p> <p>10 reducing head count, you only need two, so that</p> <p>11 means it's elimination of a position, it's a</p> <p>12 reduction in force.</p> <p>13 Q And what about the part where you</p> <p>14 say it would depend on what business you were</p> <p>15 supporting, what did that mean?</p> <p>16 A Well, it depends on what business</p> <p>17 you were in. Because you were -- because you</p> <p>18 had asked before if it was firm-wide.</p> <p>19 Q I see.</p> <p>20 A I don't want to make a blanket</p> <p>21 statement that it was across Citi.</p> <p>22 Q So would you say it was a targeted</p> <p>23 reduction in force, that certain business --</p> <p>24 that certain parts of the business were going to</p> <p>25 have a reduced head count; is that --</p>	<p style="text-align: right;">Page 64</p> <p>1 Platt</p> <p>2 Q Did you participate in the</p> <p>3 decision making to make Renee part of the</p> <p>4 reduction in force?</p> <p>5 A I did not discuss -- no, I was not</p> <p>6 in the decision making process.</p> <p>7 Q When did you first become aware</p> <p>8 that Renee would be part of the reduction in</p> <p>9 force?</p> <p>10 A I believe it was end of</p> <p>11 February-beginning of -- excuse me, end of</p> <p>12 March-beginning of April.</p> <p>13 Q I think that you -- I could be</p> <p>14 wrong about this, but did you testify earlier</p> <p>15 that you became aware that there would be a</p> <p>16 reduction in force in January of 2007?</p> <p>17 A No.</p> <p>18 Q I'm sorry.</p> <p>19 When did you become aware that the</p> <p>20 company was going to be doing a reduction in</p> <p>21 force?</p> <p>22 A I don't recall the date of when I</p> <p>23 became aware of the reduction in force.</p> <p>24 Q I see that these e-mails that Citi</p> <p>25 produced end -- or the last date --</p>
<p style="text-align: right;">Page 63</p> <p>1 Platt</p> <p>2 A Yes.</p> <p>3 Q Do you remember how many -- how</p> <p>4 many employees were impacted or were part of the</p> <p>5 reduction in force?</p> <p>6 A I don't.</p> <p>7 Q Who made the decisions as to who</p> <p>8 would be terminated as part of this reduction in</p> <p>9 force?</p> <p>10 A The business.</p> <p>11 Q The managers?</p> <p>12 A The managers.</p> <p>13 Q Was it in their sole discretion?</p> <p>14 A It's discussed with counsel and</p> <p>15 HR.</p> <p>16 Q So in the case of Renee as being</p> <p>17 part of the reduction in force, was the decision</p> <p>18 made by Mr. Mannarino and Mr. Powers, with</p> <p>19 consultation from human resources and the legal</p> <p>20 department?</p> <p>21 A They were not the sole decision</p> <p>22 makers. It was their manager, and I don't</p> <p>23 recall who was the -- I don't recall who was the</p> <p>24 person that was -- had given the names for the</p> <p>25 roles that were being eliminated.</p>	<p style="text-align: right;">Page 65</p> <p>1 Platt</p> <p>2 MS. HANSWIRTH: Actually, I'm not</p> <p>3 sure I'm right about this.</p> <p>4 Q They look like they're all from</p> <p>5 January 22nd, 2007, and some of them forward</p> <p>6 something that's from December -- I'm sorry --</p> <p>7 yes, 2007, and they forward something from</p> <p>8 December 2006.</p> <p>9 I'm wondering if there were any</p> <p>10 subsequent e-mails to you from either</p> <p>11 Mr. Mannarino or Mr. Powers concerning Renee.</p> <p>12 A What do you mean by that?</p> <p>13 Q Well, what I'm getting at is that</p> <p>14 Renee left Citi in April of 2007. The last</p> <p>15 e-mail that you have here is from January 22nd,</p> <p>16 2007, and it's fair to say that this was --</p> <p>17 there were still ongoing issues in 2007</p> <p>18 regarding Renee's attendance, according to</p> <p>19 Mr. Mannarino. So I'm wondering if there were</p> <p>20 any further e-mails after January 22nd, 2007</p> <p>21 regarding Renee's work issues.</p> <p>22 MR. SCHATZ: Objection.</p> <p>23 MS. HANSWIRTH: Go ahead.</p> <p>24 A None that I could find. I can't</p> <p>25 comment that there were, I didn't find any in my</p>

17 (Pages 62 to 65)

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK

4 Index No. 09-CV-01251 (DAB)

5 RENE MIHALIK,

6 Plaintiff,

7 -against-

8 CREDIT AGRICOLE CHEUVREUX  
9 NORTH AMERICA, INC.,

10 Defendant.

11 September 17, 2010

12 11:22 a.m.

13  
14 Continued deposition of CITI GROUP  
15 by TRACY PLATT BEACH, taken pursuant to 30(b)(6)  
16 subpoena, held at the offices of Hogan Lovells  
17 US LLP, 875 Third Avenue, New York, New York,  
18 before Helen Mitchell, a Shorthand Reporter and  
19 Notary Public.  
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Page 110	Page 112
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Page 111	Page 113
1	1 Platt
2	2 A What do you mean by that?
3	3 Q Did Miss Lawrance state to you --
4	4 MR. FRANCIOSE: Strike that, I'm
5	5 going to move on.
6	6 Q Looking at the top level of the
7	7 chain, which is an e-mail from you, Tracy Platt,
8	8 to Andrew Mannarino, sent at 8:26 a.m. --
9	9 MR. SCHATZ: Sorry, I think you've
10	10 got that backwards.
11	11 MR. FRANCIOSE: Strike that.
12	12 Q An e-mail from Mr. Mannarino to
13	13 you, Tracy Platt, with the text, "Tracy, please
14	14 see chain below. What do you recommend? I'm
15	15 going to ask for a doctor's note."
16	16 Tell me everything you remember
17	17 about the conversation or any communications you
18	18 had with Mr. Mannarino regarding this incident.
19	19 A I know we spoke. I don't know
20	20 what we discussed. I don't recall the specific
21	21 conversation around this.
22	22 Q Do you recall giving Mr. Mannarino
23	23 any advice on how to handle this situation from
24	24 an HR perspective?
25	25 A Not around this specific incident.

7 (Pages 110 to 113)

<p style="text-align: right;">Page 114</p> <p>1 Platt</p> <p>2 Q And what is Citi's policy with</p> <p>3 respect to employee absences due to health</p> <p>4 ailments, such as pink eye?</p> <p>5 A If they have -- if there is a</p> <p>6 legitimate sickness, then they have sick days</p> <p>7 that they're able to use.</p> <p>8 Q And is there a requirement that in</p> <p>9 certain situations Citi employees provide a</p> <p>10 doctor's note?</p> <p>11 A Yes.</p> <p>12 Q And what is that requirement?</p> <p>13 A If you've stated to your manager</p> <p>14 that you've gone to the doctor, we need to have</p> <p>15 a release from your doctor that you're able to</p> <p>16 come back to work.</p> <p>17 Q Just so I understand you clearly,</p> <p>18 every time a Citi employee goes to the doctor,</p> <p>19 they need a doctor's note to return to work?</p> <p>20 A No. I stated any time an employee</p> <p>21 informs their manager they've been to the doctor</p> <p>22 for an illness, they need to then provide a</p> <p>23 doctor's note to say they've been released.</p> <p>24 Q Would that be an illness that has</p> <p>25 kept them out a work either for a partial day or</p>	<p style="text-align: right;">Page 116</p> <p>1 Platt</p> <p>2 A This is an e-mail from Renee to</p> <p>3 her manager, Andy, saying that her eyes are</p> <p>4 still puffy and red, asking him if he wants her</p> <p>5 to come in to work.</p> <p>6 Q And what was Mr. Mannarino's</p> <p>7 response to Miss Mihalik?</p> <p>8 A He advised her to go see a doctor</p> <p>9 and have a formal diagnosis of her pink eye.</p> <p>10 Q Did Mr. Mannarino act on your</p> <p>11 advice or the advice of any other HR</p> <p>12 professional at Citi in telling Miss Mihalik to</p> <p>13 seek a formal diagnosis of pink eye?</p> <p>14 A I don't know if he acted on anyone</p> <p>15 else's advice. I don't recall speaking to him</p> <p>16 about that.</p> <p>17 Q Turning to the next page, bearing</p> <p>18 the document ID 0000466, there's an e-mail from</p> <p>19 Mr. Mannarino to Miss Mihalik --</p> <p>20 MR. FRANCIOSE: Strike that.</p> <p>21 Q -- an e-mail from Miss Mihalik to</p> <p>22 Mr. Mannarino, stating simply, "Will do,"</p> <p>23 following Mr. Mannarino's request that she seek</p> <p>24 a formal diagnosis of pink eye.</p> <p>25 Do you know if Miss Mihalik ever</p>
<p style="text-align: right;">Page 115</p> <p>1 Platt</p> <p>2 full day or several days?</p> <p>3 A It depends on what the illness</p> <p>4 was.</p> <p>5 Q But it would be an illness that</p> <p>6 has kept them out --</p> <p>7 A Out of the office.</p> <p>8 Q -- or away from work?</p> <p>9 A Yes, correct.</p> <p>10 Q What do you mean by "released"?</p> <p>11 A Well, if they're telling us</p> <p>12 they've been to their doctor, the doctor needs</p> <p>13 to release them, to say that they're able to</p> <p>14 return to work.</p> <p>15 Q And by "able to return to work,"</p> <p>16 you mean that the employee will be safely able</p> <p>17 to --</p> <p>18 A Correct.</p> <p>19 Q -- work in the office?</p> <p>20 A Correct.</p> <p>21 Q I'd like to direct your attention</p> <p>22 to the next document, bearing the document ID</p> <p>23 0000465, from the following day, September 20th,</p> <p>24 2006.</p> <p>25 Please tell me what this is.</p>	<p style="text-align: right;">Page 117</p> <p>1 Platt</p> <p>2 did provide any evidence, including a doctor's</p> <p>3 note, regarding her pink eye?</p> <p>4 A I don't recall.</p> <p>5 Q Did Mr. Mannarino ever tell you</p> <p>6 that Miss Mihalik had provided a doctor's note?</p> <p>7 A I don't recall.</p> <p>8 Q If Miss Mihalik had provided a</p> <p>9 doctor's note, is that the type of document that</p> <p>10 would have been placed in her personnel file?</p> <p>11 A It would have been had it been</p> <p>12 provided to HR. So she would have brought it to</p> <p>13 her manager, and they provide it to HR to be</p> <p>14 placed in her file.</p> <p>15 Q To the best of your recollection,</p> <p>16 is there a doctor's note of any sort in Miss</p> <p>17 Mihalik's personnel file?</p> <p>18 A No, there is not.</p> <p>19 Q Directing your attention to the</p> <p>20 e-mail bearing the document ID 0000001. It's a</p> <p>21 few pages ahead.</p> <p>22 A Okay.</p> <p>23 Q Please look at this e-mail and</p> <p>24 tell me what it is.</p> <p>25 A This is an e-mail from Andy to</p>

8 (Pages 114 to 117)

<p style="text-align: right;">Page 118</p> <p>1 Platt</p> <p>2 myself, letting me know that Renee has no days</p> <p>3 left and she's asked for time off to go to a</p> <p>4 wedding.</p> <p>5 Q And, Miss Platt, you responded,</p> <p>6 "Left you a message. Please give me a call when</p> <p>7 you have a chance to discuss."</p> <p>8 Please tell me everything you</p> <p>9 remember about your discussion with</p> <p>10 Mr. Mannarino regarding Miss Mihalik requesting</p> <p>11 time off to go to a wedding.</p> <p>12 A From what I recall, Andy had let</p> <p>13 me know that she had no more days off. She had</p> <p>14 requested time to go to a wedding in California.</p> <p>15 I believe we originally had said to her that she</p> <p>16 would not be granted the time off. And then she</p> <p>17 came back and said she had already booked the</p> <p>18 tickets and was going to be out money. So her</p> <p>19 manager went back and said, "You could take the</p> <p>20 time, but you have no more time off the rest of</p> <p>21 this year."</p> <p>22 Q And was the time off that Miss</p> <p>23 Mihalik was granted to attend this wedding paid</p> <p>24 or unpaid?</p> <p>25 A I don't recall. I believe it was</p>	<p style="text-align: right;">Page 120</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 119</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 121</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

9 (Pages 118 to 121)



<p>Page 126</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 128</p> <p>1 Platt 2 with you Miss Mihalik getting upset on or about 3 February 6th, 2007? 4 A I don't recall. 5 Q Directing your attention to the 6 top level of the chain, where Mr. Mannarino 7 writes to Mr. Powers and Sharon Lawrance, "Of 8 course let's discuss this morning. As you know, 9 the PIP is prepared. I am considering delaying 10 delivering it, and I want to discuss." 11 Miss Platt, what is a PIP? 12 A It's a performance improvement 13 plan. 14 Q And what is a performance 15 improvement plan? 16 A We oftentimes also call written 17 warnings. 18 Q And when are PIPs or written 19 warnings issued to employees? 20 A When it's appropriate. I don't 21 know that there's a specific -- when it's 22 appropriate to give, and the manager has spoken 23 with us. 24 Q And what are a set of 25 circumstances in which it would be deemed</p>
<p>Page 127</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 129</p> <p>1 Platt 2 appropriate? Please give me an example. 3 A If someone has acted 4 inappropriately, gross misconduct, they can give 5 them a written warning. 6 Q Would it be appropriate to issue a 7 PIP if an employee was not performing according 8 to the requirements of his or her job? 9 A Yes. 10 Q And what is the purpose of the PIP 11 in that instance? 12 A It's to then let them know that 13 there is an issue with their performance, and 14 help rectify the issue, and give them warning 15 that they have time to rectify it. 16 Q And in this instance, do you know 17 if a PIP was ever issued to Miss Mihalik? 18 A I don't. 19 Q You don't know if one was ever 20 issued, or no, one was never issued? 21 A I don't know if one was ever 22 issued. 23 Q Do you know where the PIP that 24 Mr. Powers -- 25 MR. FRANCOISE: Strike that.</p>

11 (Pages 126 to 129)



<p style="text-align: right;">Page 130</p> <p>1 Platt</p> <p>2 Q -- Mr. Mannarino states he</p> <p>3 prepared, do you know where that PIP exists?</p> <p>4 A I don't know.</p> <p>5 Q Do you know who prepared the PIP</p> <p>6 that Mr. Mannarino refers to?</p> <p>7 A I don't.</p> <p>8 Q Do you know if Mr. Powers prepared</p> <p>9 the PIP?</p> <p>10 A I don't know if he did.</p> <p>11 Q Is it the general practice of Citi</p> <p>12 to provide an employee with a PIP prior to</p> <p>13 terminating their employment?</p> <p>14 A Yes. That's not to say that if</p> <p>15 they're given a warning that they're then going</p> <p>16 to be fired, but that would be something that</p> <p>17 would be required before it happens.</p> <p>18 Q Directing your attention to the</p> <p>19 next e-mail chain, bearing the document ID</p> <p>20 0000638.</p> <p>21 Please look at this e-mail chain</p> <p>22 and tell me what it is.</p> <p>23 A This is an e-mail from Renee to</p> <p>24 her managers, Mark and Andy, letting them know</p> <p>25 she's running late.</p>	<p style="text-align: right;">Page 132</p> <p>1 Platt</p> <p>2 Q And do you know if Miss Mihalik</p> <p>3 had fully expended her personal days prior to</p> <p>4 March 26th, 2007?</p> <p>5 A I don't know.</p> <p>6 Q Do you have any recollection of</p> <p>7 discussions with Mr. Mannarino or Mr. Powers</p> <p>8 regarding Miss Mihalik taking a personal day on</p> <p>9 March 27th, 2007?</p> <p>10 A I don't recall.</p> <p>11 Q Miss Platt, if I could direct your</p> <p>12 attention to the last page in our stack here,</p> <p>13 bearing the document ID 0000652.</p> <p>14 If you could look at this e-mail</p> <p>15 chain and tell me what it is.</p> <p>16 (Pause)</p> <p>17 Q In fact, I'd like you to read the</p> <p>18 message Miss Mihalik sent to Andrew Mannarino on</p> <p>19 April 4th, 2007, at 6:38 a.m. If you could just</p> <p>20 read that message, please.</p> <p>21 A Out loud?</p> <p>22 Q Read it out loud, yes.</p> <p>23 A "Hi, Andy. Okay, call it what you</p> <p>24 want, personal day, vacation day, sick day, but</p> <p>25 I was up all night upset, my eyes are swollen, I</p>
<p style="text-align: right;">Page 131</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 133</p> <p>1 Platt</p> <p>2 look like shit and I'm exhausted. I am not in</p> <p>3 the work mindset right now, nor do I look the</p> <p>4 part. It's not that I don't care. I hope you</p> <p>5 can see that this is not the case due to my</p> <p>6 attendance and involvement this year so far. I</p> <p>7 just need to not be there today. I am sorry. I</p> <p>8 will be back tomorrow. Thanks, Renee."</p> <p>9 Q Do you have any knowledge as to</p> <p>10 why Miss Mihalik was "not in the work mindset</p> <p>11 right now"?</p> <p>12 A I don't.</p> <p>13 Q Did Mr. Mannarino speak to you</p> <p>14 about this e-mail message from Miss Mihalik?</p> <p>15 A I don't recall.</p> <p>16 Q Do you know if Miss Mihalik had</p> <p>17 any vacation days left to use on April 4th,</p> <p>18 2007?</p> <p>19 A I don't know.</p> <p>20 Q Is it commonplace for Citi</p> <p>21 employees to use profanity in e-mails to their</p> <p>22 managers?</p> <p>23 A No.</p> <p>24 Q As an HR professional, would you</p> <p>25 consider this e-mail an appropriate message to</p>

12 (Pages 130 to 133)

Case 1:09-cv-01251-DAB Document 26 Filed 11/01/10 Page 1 of 2  
FILED ELECTRONICALLY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

– against –

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.: 09-CV-01251 (DAB)

**DECLARATION OF  
DAVID ZACK**

**DAVID ZACK** declares as follows:

1. I am the Chief Compliance Officer of Credit Agricole Cheuvreux North America, Inc. ("Cheuvreux") and held that position at all times during the employment of Renee Mihalik. I have personal knowledge of the facts stated herein.

2. I report directly to the Chairman of the Board of Credit Agricole Cheuvreux, S.A. in Paris. If an employee complained to me that Cheuvreux's Chief Executive Officer was engaged in conduct that was unlawful, including sexual harassment or unlawful discrimination or retaliation of any type, I would report it directly to the Chairman. Though Renee Mihalik told me on several occasions that she thought Ian Peacock was a tough boss, I never understood this – or anything that Ms. Mihalik said to me – to be related to sex discrimination or sexual harassment, or any other form of unlawful discrimination.

3. The telephone lines of Cheuvreux are recorded for business reasons, and each employee signs a document memorializing his or her understanding that telephone conversations will be recorded. Employees are not permitted to conduct firm business on mobile telephones.

Case 1:09-cv-01251-DAB Document 26 Filed 11/01/10 Page 2 of 2

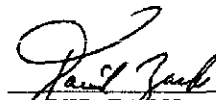
4. In or about early April 2008, Ian Peacock, the CEO, asked me to obtain a record of all telephone calls to or from Ms. Mihalik, including duration of each call and the phone number of the other party to the call, during the period of March 24 through 31. I did so and gave the telephone log to Mr. Peacock.

5. In connection with discovery in this lawsuit, I retrieved the recordings of all conversations conducted on taped lines by Ms. Mihalik during the period of March 24 through 31, 2008 and gave them to counsel. I have verified that the transcripts of a selection of these calls that are attached to this declaration as Exhibit A are transcripts of the recordings I retrieved from Cheuvreux's recording system.

6. At all times during Ms. Mihalik's employment, Cheuvreux employed an internet content blocking system that prevented access to pornographic or sexually-oriented websites.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
October 28, 2010

  
\_\_\_\_\_  
DAVID ZACK

Case 1:09-cv-01251-DAB Document 28 Filed 11/01/10 Page 1 of 3  
**FILED ELECTRONICALLY**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

– against –

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.

Defendant.

Index No.: 09-CV-01251 (DAB)

**DECLARATION OF  
JOHN PALAZZO**

**JOHN PALAZZO** declares as follows:

1. I am employed as a Managing Director and Head of Alternative Execution Services (“AES”) for Credit Agricole Cheuvreux North America, Inc. (“Cheuvreux”). I have personal knowledge of the facts set forth herein.
2. I began work for Cheuvreux as a Managing Director and AES salesperson in late January 2008. Renee Mihalik was also an AES salesperson at that time with the rank of Vice President.
3. Before joining Cheuvreux, I was in charge of the New York office of UNX Corp.; before that I was in charge of the New York office of Pulse Trading; and before that I worked in electronic trading sales at Brut (a Sungard company). I have more than 25 years of experience in the securities industry and hold a number of securities licenses (Series 4, 7, 24, 55 and 63).
4. Shortly before I began work at Cheuvreux, I attended a business retreat at a conference center located outside London called The Grove. Ian Peacock, who was then the Chief Executive Officer of Cheuvreux and also the head of AES in New York, and Ms. Mihalik were also in attendance. The three of us had a conversation at The Grove’s bar, where I was

discussing what I believed was an effective way to sell Cheuvreux's services to clients. Ms. Mihalik told me that my ideas were "crap." She then told Mr. Peacock that the only reason clients do business is because of a person's appearance. Mr. Peacock disagreed with her, saying that credibility and knowledge were the important factors, not appearance. I was disgusted by Ms. Mihalik's statements and walked away from the conversation. This was my first interaction with Ms. Mihalik. Mr. Peacock later apologized to me in private for Ms. Mihalik's statements and said he was quite embarrassed; he also said he had told Ms. Mihalik after I walked away that she should respect colleagues who know more than she and who can help her grow, and that she should also respect herself and change her attitude because Cheuvreux wanted her to succeed.

5. I have made cold calls throughout my career, including my tenure at Cheuvreux. It is an accepted way of soliciting business and it produces results.

6. Although I did not supervise her work, my interactions with and observations of Ms. Mihalik during the two-plus months we both worked at Cheuvreux caused me to conclude that she did not understand electronic trading of global equities and was performing extremely poorly in her job. For example, when asked by Peacock at regular team sales meetings what she had accomplished in the preceding week with respect to business development and client contact, Mihalik had little to report and often simply declined to answer his question. Similarly, the U.S. daily commission run, which was sent around to all the team members and showed client activity, consistently showed that Mihalik had generated few revenues or new clients.

7. In early April, I attended a scheduled meeting of the AES sales team. At the previous month's meeting, Ms. Mihalik had been told to prepare her business plan for presentation to the group. Ms. Mihalik had made no secret of the fact that she had not been successful in generating revenues to date. At the April meeting, Ms. Mihalik clearly had not

Case 1:09-cv-01251-DAB Document 28 Filed 11/01/10 Page 3 of 3

prepared a business plan and attempted to ad-lib her presentation. It was immediately evident, however, that Mihalik had not thought through her approach to securing new clients and fundamentally did not understand our business. I told Mr. Peacock after the meeting that I was embarrassed to be part of a team with such an ill-prepared and poorly informed colleague.

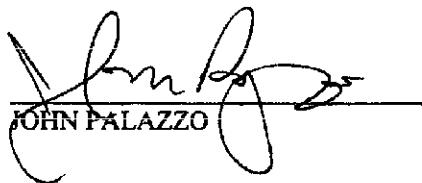
8. Though I was an experienced salesperson, Peacock frequently made suggestions about how I could improve my sales skills and ability to bring in business. I felt that Peacock's criticisms were sometimes harsh but always fair; he was a demanding boss who had high expectations with respect to business production.

9. I never observed Ms. Mihalik being treated differently from any other person on our team.

10. I never saw pornography on the AES desk or elsewhere in the office. My understanding is that Cheuvreux's computer system prevents the accessing of sexually explicit websites.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
October 27, 2010

  
JOHN PALAZZO

Case 1:09-cv-01251-DAB Document 29 Filed 11/01/10 Page 1 of 2  
FILED ELECTRONICALLY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

– against –

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.: 09-CV-01251 (DAB)

**DECLARATION OF**  
**TIMOTHY RANDALL**

**TIMOTHY RANDALL** declares as follows:

1. I have been employed by Credit Agricole Cheuvreux North America, Inc. (“Cheuvreux”) since 2004 as a Vice President and then a Senior Vice President in Alternative Execution Services (“AES”). I have personal knowledge of the facts stated herein.
2. As a member of the AES team, I sat on the AES desk. During her employment, Renee Mihalik sat directly next to me on my left, and Dominic Romano, an AES salesperson, sat directly next to me on my right. Ian Peacock, who was Cheuvreux’s Chief Executive Officer and the Head of AES in the United States, sat next to Ms. Mihalik, as she was the most junior member of the team.
3. I was not surprised when Ms. Mihalik was discharged for performance because our revenue figures were circulated to the whole team and Ms. Mihalik’s were virtually nonexistent. In addition, we had sales meetings in which we reviewed revenue projections, account prospects and sales methods; Ms. Mihalik’s list of prospects was small.

Case 1:09-cv-01251-DAB Document 29 Filed 11/01/10 Page 2 of 2

4. Ms. Mihalik and I visited one of her clients, Tradition Asiel, in the early months of her employment. She behaved professionally but did not talk about the services Cheuvreux could provide, and I believe she obtained no business from that client.

5. I was at a team meeting in April 2008 where Ms. Mihalik was attempting to present her business plan. She seemed unprepared for the presentation, and Mr. Peacock told her so.

6. I observed that Mr. Peacock treated Ms. Mihalik the same as he treated every other member of the AES team. He was a demanding boss to all of us and was critical of all members of the team if and when we were unprepared, unproductive or uninformed.

7. Mr. Peacock has asked me to cold-call potential clients. I have used this technique and gained new clients and business from it.

8. I never heard Mr. Peacock make any comments about any staff members' clothing or appearance.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
October 28, 2010

  
TIMOTHY RANDALL



Case 1:09-cv-01251-DAB Document 30 Filed 11/01/10 Page 1 of 2  
**FILED ELECTRONICALLY**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

– against –

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.: 09-CV-01251 (DAB)

**DECLARATION OF  
DOMINIC ROMANO**

**DOMINIC ROMANO** declares as follows:

1. I am a Vice President – Alternative Execution Services (“AES”) at Credit Agricole Cheuvreux North America, Inc. (“Cheuvreux”) and have worked for Cheuvreux and its affiliates since January 2006. I have personal knowledge of the fact stated herein.
2. Renee Mihalik and I did the same job when she and I both worked at Cheuvreux. As an AES salesperson, I sat next to Tim Randall, and one seat away from Renee Mihalik, during Ms. Mihalik’s employment at Cheuvreux. I never saw any images of naked or scantily clad women, men, or any other pornographic images on Mr. Randall’s computer. At all times during Ms. Mihalik’s tenure, Cheuvreux utilized an Internet content blocking system that denied access to pornographic or sexually oriented websites. In fact, the blocking software even prevented us from accessing Facebook or YouTube.
3. I was friendly with Ms. Mihalik during her employment. We discussed both business and personal matters. She never told me that she believed Ian Peacock treated her differently from anyone else because of her gender, or that she believed she had been sexually harassed by him or any other person at Cheuvreux.

Case 1:09-cv-01251-DAB Document 30 Filed 11/01/10 Page 2 of 2

4. Ms. Mihalik did tell me that she felt Mr. Peacock was excessively demanding because he required her to provide quick turnarounds on reports, to follow up quickly on business leads, and to produce business. I shared Ms. Mihalik's view that Mr. Peacock was a demanding supervisor, as I and the rest of the AES team had been subjected to identical demands from him. Mr. Peacock expected results and was not interested in excuses from any member of the team for failing to produce results.

5. Mr. Peacock has required me to make cold calls to potential clients. I have often done cold calling, and those calls have produced business.

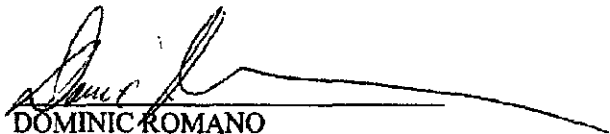
6. I brought Ms. Mihalik into meetings with potential clients.

7. I attended the team meeting at which Ms. Mihalik was supposed to present her business plan. She was unable to do so; she had not prepared anything in writing (which, in my experience, is necessary when preparing and presenting a business plan) and failed to set forth any specific plans for business development. Mr. Peacock expressed his displeasure with her unpreparedness – in the same way that he did with any of us who did not fulfill his expectations. It appeared to me at the time that she had not taken the assignment seriously.

8. My personal opinion of Ms. Mihalik is that she was bright but unqualified for her job.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
October 26, 2010

  
DOMINIC ROMANO

Case 1:09-cv-01251-DAB Document 31 Filed 11/01/10 Page 1 of 2  
FILED ELECTRONICALLY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

– against –

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.: 09-CV-01251 (DAB)

**DECLARATION OF  
FRANK BOER**

**FRANK BOER** declares as follows:

1. I am a Senior Vice President, and before that was a Vice President, at Credit Agricole Cheuvreux North America, Inc. ("Cheuvreux"), where I have worked since June 2004. I have personal knowledge of the facts stated herein.
2. I sat on the same trading floor as Renee Mihalik when she worked at Cheuvreux.
3. In or about October or November 2007, a group of about 10 Cheuvreux employees went out for drinks after work at around 5:30 p.m. Ms. Mihalik ordered a martini and then said she was not going to drink a lot because she did not want to "get into trouble." At around 8 p.m., I was sitting on a sofa next to another employee, Margaret Boyle, and Ms. Mihalik was sitting next to Ms. Boyle. As we sat and talked, I rested my arm across the top of the sofa behind Ms. Boyle. I then felt something on my hand, and I looked in that direction and saw Ms. Mihalik sucking on my fingers. Another colleague also saw this occurring, and we spoke about it afterward. As soon as I realized what was happening, I immediately pulled my hand away from Ms. Mihalik's mouth and said, "Renee, that's not a good idea."

Case 1:09-cv-01251-DAB Document 31 Filed 11/01/10 Page 2 of 2

4. I frequently observed Ms. Mihalik shopping online on her Cheuvreux computer during business hours.

5. I never heard Mr. Peacock comment on the appearance of Ms. Mihalik – or of anyone else on the desk.

6. I never saw any pornography in the workplace.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
October 29, 2010

  
FRANK BOER

Case 1:09-cv-01251-DAB Document 32 Filed 11/01/10 Page 1 of 2

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RENEE MIHALIK,

Plaintiff,

— against —

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

Index No.: 09-CV-01251 (DAB)

**CERTIFICATE OF SERVICE**

I, Christopher N. Franciose, Esq., hereby certify that on November 1, 2010, I caused true and correct unredacted copies of the following documents, which were filed under seal on November 1, 2010:

- Notice Of Motion;
- Declaration Of Frank Boer;
- Declaration Of Melissa Franzen, and the exhibits annexed thereto;
- Declaration Of John Palazzo;
- Declaration Of Ian Peacock, and the exhibits annexed thereto;
- Declaration Of Timothy Randall;
- Declaration Of Dominic Romano;
- Declaration Of Barbara M. Roth, and the exhibits annexed thereto;
- Declaration Of David Zack, and the exhibit annexed thereto;
- Local Rule 56.1 Statement Of Undisputed Facts By Defendant Credit Agricole Cheuvreux North America, Inc.; and
- Defendant's Memorandum Of Law In Support Of Its Motion For Summary Judgment

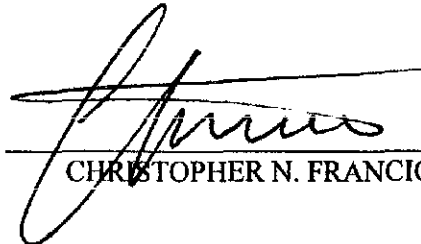
to be served via Federal Express upon:

Matthew T. Schatz, Esq.  
SCHWARTZ & PERRY LLP  
295 Madison Avenue  
New York, NY 10017  
Tel: (212) 889-6565  
Fax: (212) 779-8208  
mschatz@schwartzandperry.com  
*Counsel for Plaintiff Renee Mihalik.*

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I further certify that on November 1, 2010, I electronically filed redacted versions of the aforementioned documents via the Court's ECF system, which sent notification of such filing to counsel for Plaintiff Renee Mihalik.

Dated: November 1, 2010

  
CHRISTOPHER N. FRANCIOSE

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UNITED STATES DISTRICT COURT

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SOUTHERN DISTRICT OF NEW YORK

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RENEE MIHALIK,

) Index No.

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) 100808/09

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Plaintiff,

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vs.

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CREDIT AGRICOLE CHEUVREUX

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NORTH AMERICA, INC.

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Defendant.

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DEPOSITION OF RENEE MIHALIK

20

New York, New York

21

Monday, February 1, 2010

22

23

24

Reported by:

JOMANNA DeROSA, CSR

25

JOB NO. 27451



1 MIHALIK

2 working on. So, a total of over -- a little over  
3 two years.

4 Q. Okay. And at Lava were you also in  
5 AES sales?

6 A. It's the same position. I just got  
7 changed over to Citigroup.

8 Q. Okay. So -- so, when you got -- is  
9 it fair to say you were laid off by Citi?

10 A. Downsizing. I guess if you want to  
11 call that laid off, yes.

12 Q. And what -- that was in April of  
13 what year?

14 A. 2007.

15 Q. And did -- how many people were  
16 doing the same job you were doing at Citi in the  
17 period right before the downsizing?

18 A. At least 18.

19 Q. When you were selected for  
20 downsizing, were you told why you were selected?

21 A. Low man on the totem pole. And  
22 also not an original Citigroup employee.

23 Q. Okay. Let's go through that. What  
24 does "low man on the totem pole" mean?

25 A. There the least amount of time.

1 MIHALIK

2 Q. Okay. Anybody else other than  
3 Lehman?

4 A. I don't recall, actually.

5 Q. Okay. And, obviously, Cheuvreux  
6 made you an offer. Correct?

7 A. Yes.

8 Q. Okay. Is -- is Sanj a person or  
9 the name of a company?

10 A. It's a person.

11 Q. And where does this person work?

12 A. At Staffing Global.

13 Q. Staffing Global. Okay.

14 So, when you referred to Sanj up to  
15 this point, you were referring to Staffing Global.

16 Correct?

17 A. Yes. That is the person at  
18 Staffing Global I was referring to.

19 Q. Okay. And where is Staffing Global  
20 located?

21 A. I don't know. He called me.

22 Q. Okay. And you never met with him  
23 at his office?

24 A. No.

25 Q. Did you ever meet with him at all?

1 MIHALIK

2 A. Yes.

3 Q. Okay. Where did you meet with him?

4 A. We had coffee at Starbucks or  
5 something for him to meet me and to go over my  
6 résumé.

7 Q. Okay.

8 A. It was because he lived in the same  
9 town.

10 Q. In New Jersey?

11 A. In Hoboken, yes. He worked up the  
12 street. So, let's meet for coffee, let's go over  
13 your résumé and see what we can come up with.

14 Q. So, Staffing Global is in Hoboken?

15 A. No. He did something else on the  
16 side.

17 Q. So, is it your testimony he was not  
18 a full-time employee of Staffing Global?

19 A. No, he was a full-time employee of  
20 Staffing Global.

21 Q. What do you mean he did something  
22 else on the side?

23 A. He had something else he was in  
24 Hoboken for.

25 Q. I see. He didn't live in Hoboken?

1 MIHALIK

2 A. No.

3 Q. Oh, okay. I thought you said he  
4 lived in Hoboken. Sorry.

5 All right. So, when -- do you  
6 recall approximately when you had an interview at  
7 Cheuvreux?

8 A. June 2007.

9 Q. Okay. And who did you meet during  
10 this interview?

11 A. I met with Ian Peacock and  
12 Khaled -- I'm not sure how to say his name --  
13 Beydoun. And I met with Tim Randall. I believe  
14 that's it.

15 Q. Okay. Did you meet with them  
16 altogether or separately?

17 A. I also had -- I'm sorry. I also  
18 had a video conference with France after my first  
19 interview with the people at the office.

20 Q. Who in France?

21 A. Francois Simone. And I think  
22 that's it, as far as I can recall.

23 Q. Okay. And who -- did you meet with  
24 these people together or separately?

25 A. Separately.

1 MIHALIK

2 Q. Each one separately?

3 A. Ian Peacock brought me in first,  
4 spoke to me. Then he had me back a second time,  
5 and he had wanted me to meet with their -- with  
6 Khaled and then the rest of the team that I'd be  
7 working with.

8 Q. Okay. Tell me everything you  
9 remember that Ian Peacock said to you and that you  
10 said to him during this first meeting?

11 A. He told me that he had been through  
12 a lot of applicants, and I was the first person  
13 that he thought could actually fill the role that  
14 he was trying to create. He thought I had the  
15 knowledge and the confidence and the contacts that  
16 he was looking for to help him get a kick start on  
17 the U.S. trading that Cheuvreux was looking to get  
18 into because they had been like 95 percent  
19 European at this time. They had European  
20 research. They didn't have any U.S. research.  
21 And they were trying to build their U.S. trading  
22 department. And he was really interested in all  
23 the contacts that I had to get them into U.S.  
24 trading.

25 Q. Okay. You said that Mr. Peacock

1 MIHALIK

2 A. I recall him asking me about my  
3 previous employers, if I knew what Cheuvreux did  
4 and if I understood his position and why I wanted  
5 to work at Cheuvreux.

6 And I said I thought I could help  
7 out with trying to build up the U.S. trading  
8 department. And I have prior experience in  
9 research sales and prior experience in trading and  
10 prior experience in AES sales and service, at  
11 least ten years.

12 And not much more. I asked him  
13 what his role was and, you know, how he felt the  
14 market was and stuff. Just 15 minutes only.

15 Q. Where did you obtain your initial  
16 training and experience in AES sales?

17 A. At -- let's see. Well, alternative  
18 execution itself, I learned of the platforms when  
19 I traded at Spear Leeds. I was an  
20 over-the-counter trader, so I actually used the  
21 alternative execution systems along with trading,  
22 so I traded. I learned how to use them there.  
23 And once you learn how to use something, it's  
24 training, and the sales came later. So I first  
25 started using the platforms and the electronic

1 MIHALIK

2 platforms at Spear Leeds & Kellogg, and that was  
3 1999, 2001, so that's when I initially started  
4 working with the platforms.

5 And then the sales came after when  
6 I first started at Revere Data.

7 Q. At Revere Data did you work in AES  
8 sales?

9 A. Yes.

10 Q. So after you finished meeting with  
11 Mr. Beydoun -- I think you said that was about a  
12 15-minute meeting or so?

13 A. Yes. It wasn't that long.

14 Q. Okay. With whom did you meet next  
15 and where?

16 A. I met with Tim Randall in Ian  
17 Peacock's office.

18 Q. And who is Mr. Randall?

19 A. He is part of the AES sales team  
20 for Europe sales, European sales.

21 Q. Okay. And did you have an  
22 understanding of why you were meeting with him?

23 A. Yes. I would be working alongside  
24 him in conjunction with Dominic Romano. That was  
25 our full team, as I was -- understood. So I'd be

1 MIHALIK

2 don't remember saying anything to her.

3 Q. You don't recall saying anything to  
4 her, either?

5 A. No.

6 Q. Okay. All right. So have you  
7 completely described your second meeting with  
8 Cheuvreux?

9 A. As far as I can recall.

10 Q. Okay. What happened next?

11 A. I got a call from the recruiter,  
12 and he said that they liked me and they wanted me  
13 to come in for a video conference with the head  
14 office.

15 Q. And did you do that?

16 A. I did.

17 Q. And where did this video conference  
18 take place?

19 A. In the conference room at  
20 Cheuvreux.

21 Q. Okay. And this is when you spoke  
22 with Francois Simone?

23 A. Yes.

24 Q. And tell me, how long did this  
25 video conference last?



1 MIHALIK

2 A. Actually, you know what, I rescind  
3 that.

4 He -- my recruiter told me verbally  
5 the offer, and then Cheuvreux sent me this, and  
6 then I printed it and faxed it back to Cheuvreux.

7 Q. So you printed it, signed it and  
8 faxed it back to Cheuvreux, but had no discussion  
9 about the contents with anyone at Cheuvreux or  
10 with your recruiter. Correct?

11 A. No.

12 Q. Okay. Now, I believe you testified  
13 earlier that in your job hunt you also received an  
14 offer from another company. Is that correct?

15 A. Yes.

16 Q. Which company was that?

17 A. Lehman.

18 Q. Lehman.

19 Why did you not accept Lehman's  
20 offer?

21 A. It wasn't as much money as this  
22 offer, and I didn't believe that the position  
23 would offer me as much leeway and -- not  
24 progress -- I was looking for a position that I  
25 could actually make an impact. And Lehman is a

1 MIHALIK

2 big company, similar to a Citigroup type company.  
3 And I thought that the position here would offer  
4 me a chance to make an impact more so and have a  
5 longer stay than I did at a larger company where  
6 I'd be a smaller person in a really big pool. I  
7 thought this was a smaller company where I could  
8 offer more.

9 Q. And what did you think that you  
10 could offer at Cheuvreux that you couldn't offer  
11 at Lehman?

12 A. I could offer the same. But they  
13 were a European company and they were looking to  
14 bring on U.S. clients, and that was my focus,  
15 so --

16 Q. Did you feel confident that you  
17 could bring on U.S. clients at Cheuvreux?

18 A. I felt confident that I could get  
19 meetings with the people that I had senior  
20 contacts with at the big companies, but I never  
21 guaranteed any business. As you can imagine, you  
22 can't really guarantee anything. You can only put  
23 forth the best effort you can.

24 Q. So at the time you accepted  
25 Cheuvreux's offer, what was your understanding of

1 MIHALIK

2 to -- in the office to take that list of clients  
3 that we already had and to build that up as well,  
4 trying to get the people that are trading only  
5 European stocks to trade U.S., or people that are  
6 trading U.S. to trade more.

7 Q. Okay. So the last thing you said  
8 was similar to the first thing. First thing, I  
9 think, was try to get European clients to trade  
10 U.S.

11 And the last thing was working with  
12 the research people to try to get existing clients  
13 to trade U.S. Correct?

14 A. Right. My first endeavor,  
15 according to Ian Peacock, was for me to take the  
16 existing clientele, European clientele and  
17 European sales, to try to get them to trade U.S.

18 Q. Okay.

19 A. Using existing clients to generate  
20 new business.

21 Q. Okay. Is it a fair statement that  
22 you were comfortable with these duties that were  
23 set forth for you?

24 A. Yes.

25 Q. Okay. When you got to Cheuvreux,

1 MIHALIK

2 what did you do to try to get European clients to  
3 trade U.S.?

4 A. I visited Europe: France, London,  
5 Germany. I worked with the U.S. sale -- European  
6 sales department to get a list of their clients,  
7 try to set up -- have them help me set up meetings  
8 to meet with them and explain to them U.S. markets  
9 and alternative execution platforms and the  
10 algorithms that we had at the time and to try to  
11 generate new business.

12 Q. Okay. When did you go to Europe  
13 the first time?

14 A. Within the first two months that I  
15 was there.

16 Q. And how long did you spend?

17 A. I think the first time I went, I  
18 was there for a week.

19 Q. Okay. You went to France, London  
20 and Germany?

21 A. Not the first time. The first time  
22 I went, I just went to France and London.

23 Q. Did there come a point when you  
24 went to Germany?

25 A. Yes.

1

MIHALIK

2

Q. Okay. All right. So focusing on the first trip, you went to France and -- Paris?

3

A. Yes.

4

Q. Paris and to London.

5

Prior to that trip, did you set up meetings with people in Paris and London?

6

A. I had sent out what I proposed would be my plan with how I was going to approach my duties. So I sent out an e-mail with -- it's a rudimentary sort of business plan, stating that -- what I was going to do with my bimonthly visits to Europe to work with the salespeople.

7

They were supposed to be calling their clients and say, Hey, you know, I have an expert here in the U.S. markets, you know.

8

They're already their clients, so for me to call up their clients, that wasn't -- I wasn't supposed to do that. I was supposed -- they were supposed to help me get in there because they were their clients already, and I was supposed to work with them to try to get them on the page that they understood, the U.S. markets and such. So I didn't personally call their clients.

9

1 MIHALIK

2 The salespeople were supposed to  
3 say, Hey, I have a girl coming. She understands.  
4 She's an expert in U.S. markets. I know you're  
5 not trading in U.S. markets. If you have any  
6 questions or whatnot.

7 Q. Who told you that the European  
8 salespeople were supposed to be setting up  
9 meetings for you?

10 A. Ian Peacock told me that I was  
11 supposed to call and introduce myself and meet  
12 with the sales teams from the other offices  
13 overseas. I was supposed to introduce myself to  
14 them, and then from there I was supposed to work  
15 with them and their clients to try to generate  
16 U.S. trading business.

17 Q. Okay. Did you call the people in  
18 London and Paris, the salespeople, to introduce  
19 yourself?

20 A. I did.

21 Q. Did you ask them to set up meetings  
22 for you?

23 A. I did.

24 Q. What did they say?

25 A. They said they would try.

1 MIHALIK

2 Q. Okay. And did they try?

3 A. Yes.

4 Q. And did they succeed?

5 A. Some.

6 Q. On your first trip to Europe, to  
7 Paris and London, with whom did you meet?

8 A. I met with the whole sales team  
9 there.

10 Q. In each of Paris and London, you  
11 met with the whole sales team?

12 A. As available as -- the people who  
13 were available. I met with whoever was available  
14 at the time when I was there.

15 Q. Do you remember the names of people  
16 you met?

17 A. Phillipe Le Prince was in France.  
18 Andrew Hawgood.

19 The names are escaping me right  
20 now. Sorry.

21 Q. Okay. About how many people did  
22 you meet in Paris?

23 A. Maybe seven on the floor, sales and  
24 trading. And then I met with Francois Simone, the  
25 management there, to introduce myself personally.

1 MIHALIK

2 Q. And London?

3 A. In London I also met with  
4 management and the salespeople that were available  
5 there.

6 Q. Okay. Do you remember the names of  
7 anyone you met in London?

8 A. I met with Gerry Lees. I met  
9 with -- I'm sorry. The names are escaping me  
10 right now.

11 Q. Okay. Did you meet with any  
12 clients in Paris?

13 A. Yes.

14 Q. Who?

15 A. I don't recall.

16 Q. How many?

17 A. Maybe two.

18 Q. And who had set that up for you?

19 A. The salespeople.

20 Q. Tell me everything you remember  
21 about the meetings with the clients in Paris.

22 A. The salespeople were, I felt,  
23 slightly reluctant to have me in to their clients,  
24 to see them.

25 Q. What made you feel that way?



1 MIHALIK

2 belief?

3 A. Same thing; contracts came through.

4 Q. Okay. So it's --

5 A. And they -- I'm sorry -- they  
6 questioned me on certain things, and the interest  
7 was piqued, and contracts came in after my visit.

8 Q. Okay. So is it a fair statement,  
9 then, that you understood that contracts with  
10 clients in London and Paris to trade in the U.S.  
11 resulted from your trip to -- your first trip to  
12 Europe?

13 A. I would have to say yes.

14 Q. Okay. And is it also a fair  
15 statement that after your first trip to Europe,  
16 that there -- that you had e-mail exchanges with  
17 clients in London about you -- about doing  
18 business in the U.S.?

19 A. Yes.

20 Q. Okay. Did you have an impression  
21 when you returned from your first trip to Europe  
22 how it went?

23 A. Yes. I didn't think that the sales  
24 team was quite on board as Ian Peacock told me  
25 that they would be. They weren't as welcoming.

1 MIHALIK

2 There was very few people around to take me out  
3 and get to know me, to ask me questions. And I  
4 didn't think that they tried their best to get me  
5 in to see their clients.

6 I thought I gave them enough  
7 preparation time to try to make contact with their  
8 clients to tell them that I was on my way there,  
9 and I would be there to help them out and answer  
10 questions.

11 And like I said, I had sent an  
12 e-mail saying, This is what I propose. This is  
13 what I need from sales. This is what I'm going to  
14 do. And I needed their help as -- according to  
15 what Ian Peacock told me my plan was.

16 And I didn't really think that they  
17 were quite on board as they should be. That was  
18 my impression.

19 Q. Okay. So there was just an  
20 impression on your part?

21 A. On top of that, lack of meetings.  
22 I thought I would have a lot more meetings set up  
23 for me when I got there.

24 Q. And what led you to believe that  
25 you would have a lot more meetings set up?

1 MIHALIK

2 A. Because the salespeople said they  
3 would try to get as many meetings as possible.

4 Q. Okay.

5 A. And Ian told them to work with me.  
6 And I thought that everybody was on board with me  
7 coming and getting ready and bringing me in front  
8 of all their clients. It just seemed like they  
9 didn't try, I didn't think, as hard as I expected.

10 Q. Okay.

11 A. I thought the effort would have  
12 been more to push the U.S., but it didn't seem  
13 like they wanted to stir the waters with their  
14 clients.

15 Q. Well, what leads you to believe  
16 that they didn't try as hard as you thought they  
17 would?

18 A. Lack of meetings, lack of people  
19 around when -- I told them when I was going to be  
20 there to introduce myself and to be there for  
21 their clients, to help their clients.

22 Q. Okay. Did this make you angry?

23 A. No.

24 Q. Okay. Did you write a report of  
25 your first trip?

1 MIHALIK

2 And the way they were different was  
3 that they weren't up to speed as much as the U.S.  
4 giant companies and a lot of small companies too.

5 Q. Did you do this research before or  
6 after you accepted the offer from Cheuvreux?

7 A. Both.

8 Q. When you accepted the offer from  
9 Cheuvreux, were you aware that Cheuvreux was a  
10 much smaller operation than the ones you had  
11 worked for in the past?

12 A. Yes, definitely. That was one of  
13 the reasons why I wanted to work there, because I  
14 felt like I'd have a very big impact, and I would  
15 be able to help out a lot with the knowledge that  
16 I had to help them go where they wanted to go with  
17 the U.S. markets.

18 Q. And what knowledge was it that you  
19 had that would help them go where they wanted to  
20 go?

21 A. Ten years of trading experience  
22 with alternative execution systems and trading  
23 itself and research sales and clients and working  
24 with clients and servicing clients. That was my  
25 experience that I was bringing to the table.

1 MIHALIK

2 Q. Well, what was it that you thought  
3 Cheuvreux should be doing that it wasn't doing?

4 A. What they should be doing?  
5 Building a competent back office to do clearing,  
6 setting up things to be more electronic. A lot of  
7 stuff was paper still. They needed to put  
8 Cheuvreux on -- like other big companies,  
9 electronic execution platforms, which I helped  
10 them do.

11 One of the instances would be  
12 BlackRock. As soon as I got there, they said they  
13 had been trying to get on BlackRock's alternative  
14 execution platform, and I had a contact there, and  
15 I got Cheuvreux on that platform for them.

16 Q. What does it mean to get Cheuvreux  
17 on somebody's alternative execution platform?

18 A. Do you know what a drop down is?

19 Q. Tell me.

20 A. Okay. A drop down is you click on  
21 a button and it has a bunch of choices. And when  
22 you have one trading platform, let's just use  
23 Bloomberg, you use a specific company that you  
24 want to pay, and you use them, and then that  
25 company offers, let's just say, five algorithms.

1 MIHALIK

2 that -- and the first thing. Do you know somebody  
3 at BlackRock? I do. Can you get us on there? I  
4 can.

5 Q. So, as of the time you left  
6 Cheuvreux, you don't know whether there was any  
7 business actually performed for Cheuvreux through  
8 BlackRock. Correct?

9 A. I would -- I would say that --

10 Q. I'm just asking what you know.

11 A. No, they -- they did not -- no  
12 business was conducted because they had to put it  
13 on there, and they had to test it. And by the  
14 time I left, it had not been even completed.  
15 Cheuvreux's IT department and the other IT  
16 department didn't even do their testing yet. So,  
17 it was on, but it wasn't used because everything  
18 is a long, drawn out process with testing and  
19 training and -- so --

20 Q. Okay. By what means did you --  
21 withdrawn.

22 You said you got Cheuvreux's name  
23 added to BlackRock's platform by calling someone  
24 you knew at BlackRock. Correct?

25 A. That's right.

1 MIHALIK

2 the process too. It's -- it's a long process in  
3 general, or a very short process. I mean, it  
4 could -- it could be both. It depends. It  
5 depends on what you come across, if there's legal  
6 problems, or, you know, if Cheuvreux didn't find,  
7 you know, the company, whatever they gave, you  
8 know, sufficient. It kind of goes back and forth.

9 Q. So, it's your testimony that  
10 Galleon, BlackRock, Legg Mason and LibertyView  
11 were clients that you brought to Cheuvreux?

12 A. I brought other clients as well.

13 Q. And what other clients did you  
14 bring?

15 A. Crossway Partners, Tradition Asiel  
16 Partners, Marathon Asset Management, Nicholas  
17 Applegate, Nicholas Investment Partners.

18 Q. Did those companies trade AES?

19 A. Their contracts were not back yet.

20 Q. Okay. Did all of those companies  
21 sign contracts with Cheuvreux?

22 A. Most.

23 Q. Most? Who didn't?

24 A. Legg Mason did not. That was one  
25 of the last companies that said yes.

1 MIHALIK

2 cold calls.

3 Q. During the nine months that you  
4 were at Cheuvreux, did anyone along the way tell  
5 you that you should be doing things differently  
6 from the way you were doing them to try to  
7 generate business?

8 A. No.

9 Q. So, it's your testimony that you  
10 received no criticism of what you were doing to  
11 try to generate revenue?

12 A. No. Actually, I received praise.

13 Q. From whom did you receive praise?

14 A. My colleagues and --

15 Q. Who?

16 A. Richard, for once -- for one.

17 Q. Richard Layton?

18 A. Yes.

19 Q. What did he say?

20 A. He thanked me for getting him that  
21 account, via e-mail. Julie-Ann thanked me for  
22 getting Galleon for her because I brought her in  
23 to see the CEO, and Ian as well. There's nobody  
24 else, really.

25 And the European sales thanked me



1 MIHALIK

2 independent contact with those clients that you'd  
3 met on the first trip. Correct?

4 A. Yeah.

5 Q. But you did not go back and visit  
6 them again. Correct?

7 A. Maybe one, but I don't recall.

8 Q. Who?

9 A. I don't recall the name.

10 Q. Now, in paragraph 8 of your  
11 complaint, you say:

12 "Peacock knowingly allowed  
13 pornography in the office and on employee  
14 computers."

15 Do you see that?

16 A. Yes.

17 Q. What pornography did Mr. Peacock  
18 allow in the office and on employee computers?

19 A. Women naked. He would start  
20 laughing and say -- and I -- because he sat right  
21 next to me.

22 I'd go, What are you looking at?

23 He -- Oh, check this out.

24 And I would just kind of lean over.

25 One time I remember a guy hanging by his genitals.

1 MIHALIK

2 That was one thing that stuck out. But women  
3 naked laying there, stuff like that.

4 Q. Do you -- when did this happen?

5 A. Throughout the whole time I was  
6 there.

7 Q. How often did this happen?

8 A. Well, he would call me over, I  
9 don't know, once or twice a month, maybe,  
10 something like that, with something that was  
11 really out of the box, you know. That's why I  
12 remember the guy hanging from his genitals because  
13 that was, oh, my God.

14 Q. Now, let's talk about this guy  
15 hanging from his genitals.

16 Do you know -- did Mr. Peacock call  
17 you over to see that picture?

18 A. Yes.

19 Q. Yes?

20 A. He was laughing.

21 And I was like, What are you  
22 laughing at?

23 He's like, Check this out.

24 Q. Okay. So he -- but he -- did he  
25 call you over to see that?

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2 A. He didn't have to call me over. I  
3 was sitting right next to him, and he said, Hey,  
4 take a look at this.

5 Q. Okay. Who else saw that picture,  
6 do you know?

7 A. He sits on the end of the -- I am  
8 assuming nobody else saw it. He sits on the end  
9 of the row like this, so there's nobody to the  
10 left of him. And it's just me to the right, so --  
11 and his computers were like this, and everybody  
12 else's back was --

13 Q. Do you know if -- do you know where  
14 that photo came from?

15 A. I don't know.

16 Q. Do you know if that photo was  
17 something that Mr. Peacock received from somebody  
18 else and that he opened and there it was?

19 A. Could have been.

20 Q. Okay. What other -- withdrawn.  
21 Tell me -- you sat right next to  
22 Mr. Peacock. Correct?

23 A. Yes.

24 Q. And --

25 A. He made sure of that.

1 MIHALIK

2 Q. Okay. And did Mr. Peacock -- did  
3 Mr. Peacock spend the bulk of his time on the  
4 desk?

5 A. Yes, for the -- for the rest of  
6 2007 until -- yes, he was on the --

7 Q. For what period of time?

8 I'm sorry. I'm -- that --

9 A. Up until the end of December 2007,  
10 he was mostly on the desk.

11 Q. Okay. And what happened at the  
12 beginning of 2008?

13 A. He spent most of his time in his  
14 office.

15 Q. Okay. Do you know why?

16 A. I'm assuming that --

17 Q. I don't want you to assume. I want  
18 you to tell me what you know.

19 A. Well, I can't tell you what he was  
20 thinking. But after I declined his proposals to  
21 stay overnight at a flat from -- Cheuvreux's flat  
22 in New York City, he seemed angry with me, and it  
23 was very awkward. And from that point on he was  
24 mostly in his office. He didn't sit next to me  
25 anymore.

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2 MR. SCHATZ: Objection.

3 A. I don't know how many times I saw  
4 it. It was a general presence in the office. It  
5 was a -- it was a boys club. People talked about  
6 strip clubs, going to hotels specifically that  
7 models would go to. That's how they would set up  
8 their business travels. And, you know, it was --  
9 it was general atmosphere, environment at  
10 Cheuvreux. So how many times I actually saw it, I  
11 can't recall, but it was general in the office.

12 Q. Who else saw what you saw?

13 A. I don't know who else saw what I  
14 saw.

15 Q. Well, when you saw pornography in  
16 the office, was it shown to you by an individual?

17 A. Yes. It was shown to me by Ian  
18 Peacock.

19 Q. Every time?

20 A. Yes.

21 Q. So nobody showed you pornography  
22 except for Ian Peacock. Is that your testimony?

23 MR. SCHATZ: Objection.

24 Q. In New York?

25 A. In New York?

1 MIHALIK

2 Q. Okay. How many times did he do  
3 that?

4 A. I'd have to approximate and say  
5 maybe ten to 15 --

6 Q. Okay.

7 A. -- throughout the course of the  
8 five months for 2007.

9 Q. Okay.

10 A. From July to 2007 -- December of  
11 2007.

12 Q. Okay. Did it stop after December  
13 of 2007?

14 A. Yes.

15 Q. Okay. Did -- what stopped after  
16 2007?

17 I'm going to rephrase that because  
18 I don't want to confuse you at all here. I'm  
19 confusing myself.

20 So it is your testimony that you  
21 did not see pornography in the workplace after  
22 December of 2007. Is that correct?

23 A. Not on Ian Peacock's desk.

24 Q. Did you see it anywhere else after  
25 December of 2007?

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2 A. I mean that he said things against  
3 me as a woman. He kept me out of meetings. He  
4 said degrading things to me. He would -- he  
5 would -- he would say that because I was a woman  
6 that I wasn't as smart as the men, my  
7 counterparts, and I didn't have the authority that  
8 they possessed, I guess, if you will.

9 Q. Anything else?

10 A. He would make comments about how I  
11 dressed, my cleavage, how a shirt accentuated my  
12 cleavage, how if I wore a pants suit, how that  
13 made me more masculine than the females that --  
14 than would make a female look.

15 Q. Let me ask you some questions about  
16 the things you've just said.

17 You said he said things against you  
18 as a woman. What did Mr. Peacock say against you  
19 as a woman?

20 A. That I wasn't as qualified as my  
21 male counterparts.

22 Q. When did he say this?

23 A. He said it many times.

24 Q. What words did he use?

25 A. That my male counterparts were more

1 MIHALIK

2 would say that because you were a woman, you  
3 weren't as smart as the men. Correct?

4 A. Yes.

5 Q. Tell me the -- when did he say  
6 this?

7 A. He said it to me many times. He  
8 said it in front of that guy. We actually had an  
9 argument. We were at a whole team gathering in  
10 January at The Grove, and we actually got into an  
11 argument inside the bar about how he portrayed me,  
12 and how I was to respect John because he's male,  
13 he's more powerful than I am, and I need to learn  
14 stuff from him and he has, you know, more  
15 experience than I do, and, you know, that I should  
16 respect him because he's more powerful than I am  
17 and I need to learn from him.

18 Q. Who was this in front of?

19 A. Whoever was at the bar.

20 Q. Who was there?

21 A. If I had a list, I could tell you.  
22 I can't remember, off the top of my head, of all  
23 the people that were standing around the bar.

24 Q. All right. You just said, though,  
25 that he said that you -- if you were a woman --



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2 Q. But he was a member of your team.

3 Correct?

4 A. Yes.

5 Q. Did you observe him working at all?

6 A. No. He had just gotten there maybe  
7 a few weeks prior, and that's -- I just met him,  
8 so --

9 Q. Do you know what his experience  
10 was?

11 A. Experience with what?

12 Q. Well, his -- his professional  
13 experience.

14 A. He came from a company that I  
15 didn't know, I've never heard of.

16 Q. Okay. Do you know what his  
17 experience with AES was prior to joining  
18 Cheuvreux?

19 A. I'm assuming it was --

20 Q. Just tell me what you know.

21 A. I know that he had some experience,  
22 as much as I did.

23 Q. Okay. Do you know if he had more  
24 than you?

25 A. I don't -- he was older, so he

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2 A. I discussed it with David Zack.

3 Q. Okay.

4 A. He was the only one. There was no  
5 HR department or anybody else that I trusted who I  
6 could discuss it with. And like I said earlier, I  
7 was afraid, because of the rumor that I heard, if  
8 you said anything, more than likely, you know,  
9 you're just going to be terminated, so --

10 Q. Who told you that rumor?

11 A. I don't recall.

12 Q. When did you hear that rumor?

13 A. Late December.

14 Q. Did you take any steps to verify if  
15 it was true?

16 A. I asked somebody if there was  
17 somebody there that got fired for, you know, any  
18 reason than -- yes.

19 Q. I'm sorry. I can't follow your  
20 answer.

21 Did you take any steps to verify if  
22 it was -- if the rumor you had heard was true?

23 A. I asked somebody at the company  
24 what happened. I don't know if they verified it  
25 or whatnot, but I asked what happened.

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2 Q. Who did you ask?

3 A. Linda Noel.

4 Q. Okay. And what did Linda Noel tell  
5 you?

6 A. She said that she didn't want to  
7 talk about it, that she just knows -- nobody  
8 wanted talk about it. Nobody wanted to say  
9 anything about it. It was just a rumor. And she  
10 said she didn't want to be involved in anything,  
11 and she was just letting me know that if I had  
12 spoke up, I probably would be in the same shoes.

13 She didn't tell me the person's  
14 name, she didn't tell me the circumstances. She  
15 just told me that underneath Khaled and Ian, she  
16 was there prior, and she had an issue, and she  
17 complained, and she was harassed, and then she was  
18 fired, so --

19 Q. Did -- did anyone, including, but  
20 not limited to Linda Noel, tell you what this  
21 employee's issue had been?

22 A. No. Nobody wanted to get involved  
23 in speaking to me about anything. They didn't  
24 want to get -- they didn't want to be involved in  
25 anything, that she was just saying, you know what,

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2 stating on one occasion "that dress makes you look  
3 good" with lots of O's, and:

4 "You should dress like that every  
5 day. You might get more clients in turn."

6 Who heard Mr. Peacock say these  
7 things to you?

8 A. I don't know who heard him say that  
9 to me.

10 Q. Who was present when he said these  
11 things to you?

12 A. Nobody was present. He sat right  
13 next to me.

14 Q. So, this was -- this was said on  
15 the desk. Is that correct?

16 A. Yes.

17 Q. Okay. And during what period of  
18 time -- withdrawn.

19 Can you give me a date on which  
20 Mr. Peacock said this to you?

21 A. I can't give you a specific date.  
22 He said it multiple times. He humiliated me. He  
23 would critique how I dressed almost daily, whether  
24 he liked something, whether he didn't like  
25 something, whether it made me look more feminine,

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2 whether it made me look more masculine, whether he  
3 liked my shoes.

4 — At one point I had a pair of red  
5 shoes on, and he was like, oh, I really like those  
6 shoes. Do you know what that means? I don't know  
7 what that means, Mr. Peacock. What does that  
8 mean? Well, it means you're promiscuous. Okay.  
9 Great. So, I tried to change how I dressed to --  
10 I was trying to be more conservative so that he  
11 wouldn't make me feel like I was there, you know,  
12 displaying anything or, you know, dressing in any  
13 specific way to, you know, try to get him to say  
14 these things. I tried to dress differently so  
15 that he would not comment on how I dressed. So, I  
16 changed my appearance for him.

17 Q. Did he say to you that -- that red  
18 shoes meant you were promiscuous?

19 A. Yes. He said do I know what they  
20 mean. I said I don't know what you mean -- what  
21 they mean. What do they mean? And he said that  
22 it means that you're promiscuous if you wear red  
23 shoes.

24 Q. And what did you say?

25 A. I said I didn't know that. I said,

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2 A. No, not this specific do you know  
3 what fancy dogging -- no, I didn't -- I didn't ask  
4 anybody what that was. I didn't tell anybody that  
5 he asked me.

6 Q. When he said this to you in October  
7 or November of 2007, did you say anything to him  
8 in response?

9 A. I told him I didn't know what  
10 dogging was, and he told me what dogging was. I  
11 told him that was disgusting. I can't believe you  
12 would even ask me -- and I can't believe that he  
13 asked me a question such as that.

14 Q. And what did he say?

15 A. He didn't say anything. He just  
16 laughed.

17 Q. And you didn't tell anybody about  
18 this comment. Correct?

19 A. No. I didn't talk to anybody about  
20 dogging. I was disgusted and I just didn't think  
21 it would be appropriate to talk to anybody about  
22 that.

23 Q. Okay. You allege that:

24 "Mr. Peacock made comments about  
25 'pussy' in front of business associates and

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2 Mihalik in a group outing in London, which was  
3 demeaning to her."

4 Was this the -- the off-site in  
5 January of 2008?

6 A. Yes, it was.

7 Q. Okay. Who were the business  
8 associates in front of whom Mr. Peacock allegedly  
9 said this?

10 A. Phillipe Le Prince, myself, John  
11 Palazzo, Andrew Hawgood. I believe Tim Randall  
12 was there, and possibly Dominic Romano was there.  
13 And they just stood around and were laughing about  
14 the comment that was actually made in the off-site  
15 by Phillipe Le Prince, and they were laughing  
16 about how funny it was that it got brought up in  
17 this big conference.

18 Q. And what was the comment?

19 A. We were supposed to draw something  
20 that represented the company, and Phillipe Le  
21 Prince thought that drawing a globe that looked  
22 like a cat because we were Cheuvreux alternative  
23 trading systems, and he said cats, because nobody  
24 forgets a pussy, and everybody thought that was  
25 hilarious, and they were around talking about it.

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2 It was disgusting and humiliating,  
3 and it's inappropriate for anybody to sit around  
4 and talk about that.

5 Q. Okay. So, was this something that  
6 Mr. Peacock said or that someone else said?

7 A. He was laughing and discussing it  
8 with Phillipe Le Prince. And everybody else  
9 around were laughing it up as well.

10 Q. And what did Mr. Peacock say to  
11 Phillipe Le Prince?

12 A. I can't believe what you brought up  
13 in this big conference room. You brought pussy  
14 up. That's hilarious. I can't believe that you  
15 came up with that. That's really, you know --

16 Q. That's really what?

17 A. Creative, I guess. Cats.

18 Q. You allege that:

19 "Mr. Peacock made inappropriate  
20 comments about your personal life, humiliating you  
21 in front of your coworkers, including statements  
22 such as why aren't you married, and suggesting  
23 that you must be a cougar."

24 When did Mr. Peacock allegedly say  
25 this to you?



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2 A. When I first started working there  
3 in July, he would take -- he would pay special  
4 attention to me.. He would take me out to lunch,  
5 where we'd have a glass of wine, that it was a  
6 European thing, and barely talked about business,  
7 more so about my personal life, my age, if I was  
8 married, if I was dating. Invaded my privacy. I  
9 didn't answer any of his questions.

10 And after that I assumed that  
11 Mr. Peacock found out that I was dating -- in  
12 fact, dating somebody because then he asked me why  
13 I wasn't married, if I just dated, you know, older  
14 men, and if I was a cougar. I think he found out  
15 through David Zack, who read everybody's e-mail,  
16 because I never told him that I was dating or I  
17 never told him my age, and I never told him  
18 anything, so -- I told him I didn't want to -- I  
19 was a private person. I didn't express -- I  
20 didn't tell anybody my private life, and I felt  
21 like it was an invasion of my privacy that he  
22 would ask me my age, and my -- my dating status or  
23 my marital status, but he never let it go.

24 Q. Did he tell you anything about  
25 himself?

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2 "Are pants suits a U.S. thing, they  
3 are very masculine?"

4 A. That's humiliating to be judged on  
5 what I'm wearing and telling me that I look  
6 masculine because I have pants on versus the short  
7 skirt that, you know, I should be wearing, or  
8 heels or, you know, whatnot.

9 Q. And when did Mr. Peacock tell you  
10 you look very sexy today?

11 A. He would tell me that when he  
12 thought I looked sexy.

13 Q. During what period of time?

14 A. Between July of 2007 and December  
15 2007.

16 Q. How often?

17 A. Once a week, as far as I can  
18 remember.

19 Q. And did anyone hear him say that to  
20 you?

21 A. I don't know.

22 Q. Was anyone present when he said  
23 that to you?

24 A. He sat right next to me, so I don't  
25 think so. I don't know who heard.

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2 A. Right.

3 Q. When did this happen?

4 A. This happened in December of 2007  
5 on a couple of occasions. He came back and he  
6 asked me if after our dinner meeting if I would  
7 like to stay in the company flat after the meeting  
8 was over with him, have a drink and stay  
9 overnight, even though he knew I had a short  
10 commute to Hoboken.

11 And it was -- I was -- I was  
12 appalled. It was disgusting that he would ask me  
13 that, and humiliated that he would lower himself  
14 to that level to ask me to stay with him. I said,  
15 you know, you're married, this is -- it's  
16 inappropriate for you to say that, and I turned  
17 him down. I said I didn't have any interest in  
18 him personally in that way, and that he should  
19 never speak to me like that again or ask me  
20 anything like that again. And I think he got  
21 angry after the second time that I had turned him  
22 down for the proposition.

23 Q. Did you tell anybody about this?

24 A. I told David Zack.

25 Q. Okay. Other than David Zack, did

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2 When was this?

3 A. This was when I first started.

4 He said, "We can enjoy traveling  
5 together, get to know each other," almost like a  
6 sleazy kind of way, not in a business type way. I  
7 thought that he wanted to travel to get to know me  
8 better, like dating, personally, that kind of  
9 stuff. That's how I got the -- that feeling, the  
10 impression he was being not business but sleazy,  
11 in a way.

12 Q. Well, what was sleazy about it?

13 A. The way he -- the way he asked me.  
14 He didn't -- you know, the way he asked me.

15 Q. Did you travel with him?

16 A. I did not.

17 Q. Did he complain that you didn't  
18 travel with him?

19 A. Yes.

20 Q. What did he say?

21 A. He said that I should have  
22 scheduled my trip to coincide with his trip so  
23 that we could travel together.

24 Q. Can you think of any business  
25 reason he might have wanted to travel with you?

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2 toward you.

3 Is that something different from  
4 what you've testified to before?

5 A. Yes.

6 Q. Okay. Tell me.

7 A. Specifically the incidents that I'm  
8 talking about here. When their -- when the  
9 foreign counterparts would come to the U.S., he  
10 would disrespect me in front of them; would tell  
11 me that I didn't have anything of value to say.  
12 And it seemed that they were picking up on how he  
13 was treating me.

14 And at one point Andrew Hawgood  
15 took a pen -- he was sitting at my desk as I was  
16 away from my desk. He had used my desk. And I  
17 got up -- he got up when I got back and he was  
18 like, Oh, yeah. He was like, By the way, I had my  
19 pen in your ass.

20 Just totally disrespectful,  
21 humiliating and degrading to me.

22 Q. He had --

23 A. My pen off my desk.

24 Q. Right.

25 A. He had said, Oh, by the way -- he

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2 A. She left, I think, a couple of  
3 months after I started, if I can recall correctly.

4 Q. Okay. Prior to the time she left,  
5 did you report to her any conduct that you were  
6 experiencing at Cheuvreux that you felt was  
7 discriminatory, harassing or otherwise  
8 inappropriate?

9 A. I didn't tell her. I just thought  
10 it would stop.

11 Q. What made you think it would stop?

12 A. Constantly telling somebody that it  
13 was unwelcome and inappropriate and unbecoming of  
14 a CEO to conduct themselves like that. I thought  
15 that he would have gotten the hint and stopped.

16 Q. So it's your testimony, then, that  
17 you never said anything to Ms. Charles about  
18 Mr. Peacock's conduct. Correct?

19 A. That's right.

20 Q. Okay. Now, what -- on what facts  
21 do you base your assertion that Cheuvreux had no  
22 human resources function after Ms. Charles left?

23 A. They didn't bring anybody on board.  
24 I was unaware that there was a human resources  
25 department after Simone Charles was let go. There

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2 anything to anybody, that I would just be -- the  
3 spotlight would be on me even more and I'd be  
4 harassed more and I would eventually be  
5 terminated.

6 Q. Are there any other instances in  
7 which you believe Mr. Peacock harassed you,  
8 degraded you or otherwise acted inappropriately  
9 toward you?

10 A. Yes. Multiple times in meetings in  
11 front of my male counterparts on my sales -- on  
12 the team -- sales team, he would say I add nothing  
13 of value, that I have no fucking clue what I am  
14 doing. I am pretty much useless. What I say adds  
15 no value. I'm not helping out the team. And he  
16 would say this in front of everybody.

17 Q. Who is "everybody"?

18 A. Tim Randall, and Dominic Romano,  
19 and John Palazzo.

20 Q. Okay.

21 A. All the males on my team. I was  
22 the only girl on the team.

23 Q. Okay. Any other instances of that  
24 type of behavior from Mr. Peacock?

25 A. He did that at several meetings.

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2 Q. When?

3 A. Between January of 2008 and my  
4 termination in April of 2008.

5 Q. Okay. Did Mr. Peacock --  
6 withdrawn.

7 Now, let's talk about your  
8 conversations with Mr. Zack.

9 Who is Mr. Zack?

10 A. Compliance officer at Cheuvreux.

11 Q. Okay. And why did you go to  
12 Mr. Zack?

13 A. There was no HR department, and he  
14 was compliance, and I had somewhat of a -- I don't  
15 know. It was more than a business relationship.  
16 It was -- I complained to him about things, and I  
17 thought because he was compliance, he would be  
18 neutral. And I thought I could tell him  
19 something, and that maybe he would say something  
20 to somebody and it would stop.

21 Q. What -- you say that there was no  
22 human resource department?

23 A. Right. Simone Charles had been let  
24 go, and nobody replaced her.

25 Q. When did she leave?



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2 was no person that -- nobody said, We have a  
3 replacement for Simone Charles. Nobody said, This  
4 is our new human resources person. If you have  
5 any -- whatever, go and talk to her. There was  
6 nobody in the department. The office was closed  
7 down. I assumed no human resources.

8 Q. Do you know if Ms. Charles'  
9 function in human resources was delegated to any  
10 other person when Ms. Charles departed?

11 A. No.

12 Q. Did you ask?

13 A. No.

14 Q. Did there come a point when someone  
15 did occupy the specific position of human  
16 resources representative at Cheuvreux during your  
17 employment?

18 A. As far as I know from when Simone  
19 Charles was let go, nobody was filling her  
20 position, was acting in her position or nobody was  
21 hired to fill that position that was -- that was  
22 terminated at that time.

23 And I went to David Zack because I  
24 didn't think there was anybody with that position.  
25 And I would assume that if I was telling him the

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2 friendly. But I felt like we -- I felt that  
3 because he was the compliance officer, I felt, I  
4 guess, I could talk to him behind closed doors.

5 Q. Okay. Did you -- what did you  
6 understand Mr. Zack's function to be?

7 A. The compliance officer.

8 Q. And what did you understand that to  
9 entail?

10 A. Legal aspects with contracts, going  
11 through e-mails to make sure that there wasn't  
12 anything illegal going on, trading issues,  
13 problems, you know, compliance for the company.

14 Q. Okay. Anything else?

15 A. No.

16 Q. Had -- did you have any work  
17 relationship with Mr. Zack?

18 By that, I mean in your job, did  
19 you interact with Mr. Zack for any reason?

20 A. Yes, a lot of times. That's how I  
21 got to know him.

22 Q. Describe those interactions.

23 A. More so with contracts, going back  
24 and forth with contracts, trying to get contracts  
25 back from clients. We dealt with FINRA a lot with

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2 November 2007.

3 Q. And what did you tell Mr. Zack and  
4 when?

5 A. I told him that Ian had been  
6 treating me disrespectfully. I told him some of  
7 the things that he said to me.

8 Q. Tell me exactly what you told him.

9 A. How I looked and how he critiqued  
10 my appearance and how he said, you know, how sexy  
11 I looked wearing a specific outfit. That he asked  
12 me -- I told you earlier about the boyfriend, him  
13 reading my e-mails and telling Mr. Peacock my  
14 private information. I told him, you know, about  
15 that, and that now he's using that to say, you  
16 know, I'm a cougar because I'm not married but I'm  
17 dating, you know. I told him --

18 Q. And we're just focusing on the  
19 first meeting you had to complain with David Zack.  
20 Let's limit it to that. Okay?

21 A. Oh, okay. The first meeting, I  
22 don't believe I went into that great detail.

23 Q. Okay.

24 A. I think I was more broad.

25 Q. All right. Let's -- I -- it's

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2 important to get this in as detailed a way as  
3 possible.

4 So I'd like you to focus on your  
5 first meeting with Mr. Zack, which I think you  
6 said was in the November/December time frame.  
7 Correct?

8 A. Yes.

9 Q. Okay. Can you put it -- an  
10 approximate date on that meeting?

11 A. I would say mid-November.

12 Q. Did you make an appointment with  
13 Mr. Zack or just go into his office?

14 A. No, I just went into his office.  
15 It might even have been in conjunction with  
16 another meeting where I would just add in my  
17 concerns and what I should do. What should I do  
18 about this? Because it's really starting to  
19 affect my work.

20 I mean, at some points I would be  
21 on my way in to work and I'd just want a car to  
22 hit me just so I didn't have to go into the  
23 office. You know, I started to -- it affected my  
24 life, my work there. I felt awkward every day  
25 coming in. I had to sit next to this gentleman

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2 A. From what I can recall, I was very  
3 broad in my statement, saying that Ian was  
4 demeaning me, making me feel awkward, saying  
5 things that were inappropriate and unbecoming of  
6 a CEO. What should I do?

7 Q. Anything else you remember saying  
8 to David Zack in that meeting?

9 A. Not on the first meeting, no.

10 Q. Okay. And what did Mr. Zack say to  
11 you, if anything, in that first meeting?

12 A. Can you prove it?

13 Q. And what did you say to him?

14 A. No.

15 Q. What did he say to you, that you  
16 recall; just what you recall?

17 A. I -- something along the lines of,  
18 You can't prove it. He's the CEO, and nobody is  
19 going to back you up.

20 Q. Is that verbatim what Mr. Zack said  
21 to you?

22 A. Not verbatim. I can't remember two  
23 years ago what exactly was said, but along those  
24 lines, yes, basically, that he said -- I told him  
25 how awkward and demeaning and how he was treating

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2 me and how unbecfitting of a CEO it was. What  
3 should I do about this?

4 And he said, not verbatim, but  
5 basically, Can you prove it? If you can't prove  
6 it, nobody else is going to back you up, and I  
7 don't know what to tell you to do.

8 Q. Okay. When was your next -- is  
9 that everything you recall from this first  
10 conversation with Mr. Zack?

11 A. As far as I can recall. If I go  
12 home and think about it some more, I might be able  
13 to remember more. But as far as I can recall  
14 right now, that's -- I was -- I was more broad. I  
15 wasn't specific in --

16 Q. Okay.

17 A. -- exactly what he was doing to me.

18 Q. Did you go to see -- and did  
19 this -- did this first discussion take place in  
20 Mr. Zack's office?

21 A. Yes.

22 Q. Okay. With the door closed?

23 A. Actually, that's a good question  
24 because at first, he did tell me to shut the door.  
25 One time Ian had opened the door and saw us in

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2 there with the door shut.

3 And I think David Zack felt  
4 uncomfortable because the next time I was in there  
5 talking to him, he told me to leave the door open  
6 because he felt uncomfortable with Ian if he had  
7 saw us in the office together; that if the door  
8 was shut, he would feel like we were talking about  
9 him or whatnot. So he said to leave the door  
10 open.

11 So at first I was like, Can I talk  
12 to you? And I shut the door. But subsequent  
13 meetings after that, we had left the door open.

14 Q. Do you know if there was human  
15 resources in Paris?

16 A. I don't know.

17 Q. What -- tell me when your second  
18 meeting with Mr. Zack occurred.

19 A. Probably a week or two after the  
20 first meeting.

21 Q. So in December, would you say?

22 A. Probably, yes.

23 Q. Okay. December of 2007. Correct?

24 A. Yes, yes.

25 Q. Okay. And this meeting also took

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2 place in Mr. Zack's office?

3 A. Yes.

4 Q. And tell me, to the best of your  
5 recollection, everything you said to Mr. Zack and  
6 everything he said to you. I want you to tell me  
7 as much as possible exactly how the script, if we  
8 can call it that, of this meeting occurred.

9 A. Verbatim, I don't recall what was  
10 said. Generally, I voiced my concern with how he  
11 was making me feel with his conduct in the office,  
12 and I asked him what I should do about it.

13 Q. Do you remember any more  
14 specifically what you said to him?

15 A. No.

16 Q. Okay. What did he say to you?

17 A. He said similar statements as that  
18 first meeting, that, Do you have anybody that's  
19 going to back you up? Did anybody else see it?  
20 If not, you're probably -- if you complain, more  
21 than likely he's going to get angry and you'll  
22 probably be let go.

23 Q. Okay. And what did you -- do you  
24 remember anything else Mr. Zack said?

25 A. No.



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2 Q. Did you respond to Mr. Zack?

3 A. Yes. I said, Well, what am I  
4 supposed to do with that information? How is that  
5 supposed to help me?

6 Q. And what did Mr. Zack say?

7 A. I don't know. I can't help you.

8 Q. Do you remember anything else  
9 either of you said during that meeting?

10 A. He said that he did not want to get  
11 involved.

12 Q. Okay.

13 A. He -- I -- in not so many words, he  
14 said he feared for his job, too. He and Ian  
15 Peacock, I don't think, got along that great, so  
16 he didn't want to ruffle any feathers by taking my  
17 side or really even -- he almost didn't even seem  
18 like he wanted to acknowledge that I was even  
19 telling him anything because he did not want to  
20 get involved.

21 Q. Do you remember anything else that  
22 either of you said during this second meeting?

23 A. No.

24 Q. Okay. Then I think we have a third  
25 meeting. Is that correct?

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2 said all the things that I had complained about  
3 and was concerned about, and I put it in an e-mail  
4 that I wanted to send to Ian.

5 And I showed it to him and I said,  
6 Seeing that nobody else is going to say  
7 anything -- meaning him -- here's what I feel.  
8 Here's my concerns. Here's what I want. I want  
9 it to stop. And I showed it to him.

10 And he said, Yes. Send that to him  
11 if you want to get fired.

12 (Exhibit D-5 marked for  
13 identification.)

14 MR. SCHATZ: Just take a minute and  
15 read it.

16 Q. Yes, please.

17 Ms. Mihalik, have you had an  
18 opportunity to read this?

19 A. Yes.

20 Q. Do you recognize what has been  
21 marked as Defendant's Exhibit 5?

22 A. Yes.

23 Q. What is it?

24 A. This is the e-mail that I had  
25 drafted.

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2 Q. Correct?

3 And other than showing Defendant's  
4 Exhibit 5 to Mr. Zack, tell me everything you  
5 recall saying to Mr. Zack in the meeting where you  
6 showed him Defendant's Exhibit 5 and everything  
7 you recall Mr. Zack saying to you in that meeting.

8 A. I showed him this e-mail. I said,  
9 Read it. Tell me what you think. Should I send  
10 this to him?

11 And he said, If you want to get  
12 fired, you can send it.

13 Q. Okay. Do you recall anything else  
14 being said in that meeting by either you or  
15 Mr. Zack?

16 A. I said, So I shouldn't send it?

17 And he said, If you want to get  
18 fired, you can send it.

19 Q. Anything else you remember being  
20 said by either of you in that meeting?

21 A. No.

22 Q. Okay. Do you recall another  
23 meeting with Mr. Zack?

24 A. I'm sure there was another meeting  
25 after that.

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2 fail because he had never sent me an e-mail like  
3 that before. It was not how business is generally  
4 conducted. And I felt like he was trying to set  
5 me up to fail so that he could say -- because up  
6 until that point I hadn't done anything wrong. He  
7 needed something for me to do wrong or to not  
8 complete so that it seemed like I wasn't following  
9 his order as CEO.

10 So that I believe the last page of  
11 my contract says if I disobey a direct order of a  
12 CEO, I will be terminated.

13 So I felt like this lengthy e-mail  
14 was a setup to fail because it was almost -- it  
15 was out of nowhere, nobody else had the e-mail,  
16 nobody else got sent the e-mail and we had never  
17 spoke about it before.

18 And it was an absurd amount of work  
19 for one person to do. And even if I got to half  
20 of what it was that he wanted, I still would have  
21 failed. So no matter what I could have done, it  
22 was -- it seemed like it was a setup to fail.

23 (Exhibit D-6 marked for  
24 identification.)

25 MS. ROTH: Ms. Mihalik, I've shown

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2 question, Ms. Mihalik, because we've had this  
3 complaint, I believe, since around -- I guess it's  
4 a year now, and I assume you've had it now for  
5 about a year. And this is really our only  
6 opportunity to speak with you and get all of the  
7 information that you have for us and all of your  
8 recollections.

9 So, I am asking you to tell me  
10 everything that you remember. We can't wait  
11 until, you know, something else might come to you.  
12 And, of course, as time passes, memories grow dim.  
13 So, I'm asking you to think and just tell me if  
14 there's anything else that comes to your mind now.

15 A. Okay. I -- I was singled out as  
16 the only person at Cheuvreux to not receive a  
17 bonus check through direct deposit. I -- I did  
18 not get a performance review after asking him am I  
19 going to get a performance review. He would make  
20 it more difficult for me to set up meetings. I  
21 would have to call Germany to try to find new  
22 clients, try to set up my own meetings.

23 Q. Let me ask you about what you just  
24 said. How did he make it more difficult for you  
25 to set up meetings?

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2 the instruction to disregard your accounts?

3 A. Tim Randall and Dominic Romano.

4 Q. And what did he say to them?

5 A. He said that you can go ahead and  
6 schedule meetings and not include Mihalik in the  
7 meetings. And before that, everybody, meaning Tim  
8 Randall and Dominic Romano and everybody would say  
9 is this your account or is this your account, can  
10 I call them, or do you have anything going on, and  
11 after all this happened, it didn't matter if it  
12 was my account, they would call, they would set up  
13 meetings.

14 Specifically I remember BlackRock  
15 being one of them. And I found out that they were  
16 having a meeting, and I wasn't even informed at  
17 all. And I had mentioned it to one of my -- one  
18 of the traders at BlackRock, and he said that he  
19 would -- he didn't realize that I wasn't  
20 unavailable at the time, and that he would  
21 reschedule the meeting for me so that I actually  
22 could go with them.

23 Q. You allege that he reprimanded you  
24 for your work performance, and stated on one  
25 occasion:

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2 Q. Okay. Now, do you -- you next  
3 allege that he used profanities to degrade your  
4 work. Who heard him use these profanities to  
5 degrade your work?

6 A. Tim Randall and Dominic Romano and  
7 John Palazzo.

8 Q. Okay. When did he say that a  
9 12-year-old -- excuse me. When did he say:  
10 "A fucking 12-year-old could have  
11 written this"?

12 A. The day he fired me.

13 Q. Okay. You next allege that he:  
14 "Spoke negatively of you in front  
15 of your coworkers, saying you have no idea what  
16 you're talking about. If it existed, then how  
17 come we don't know about it."

18 When did this occur?

19 A. This occurred on or about March  
20 2008. I referred to it earlier. I had  
21 information on U.S. markets and progression  
22 towards certain points in the U.S. market, and he  
23 didn't know about it, and I had brought it up in  
24 the meeting, and he said I didn't know what I was  
25 fucking talking about. And if it existed, how

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2 intelligent, and that if you had a British accent,  
3 you would sound more sophisticated and people  
4 might take you seriously. Correct?

5 A. Yes.

6 Q. When was that said?

7 A. That was said on or about February  
8 of 2008.

9 Q. To whom was it said?

10 A. To me it was said.

11 Q. Was anyone else present?

12 A. I don't recall.

13 Q. Do -- where was it said?

14 A. At my desk.

15 Q. Were -- are any of the other people  
16 who are on your team -- Mr. Palazzo, Mr. Randall  
17 or Mr. Romano -- are they British?

18 A. No.

19 Q. You then allege that you were  
20 singled out as the only Cheuvreux employee not to  
21 receive a performance review, so that you were not  
22 given formal notice of any performance problems so  
23 you could improve.

24 A. Right.

25 Q. How do you know you were the only



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2 regarding leaves of absence.

3 Q. Okay. Do you recall a conversation  
4 with Mr. Zack about the notice period that takes  
5 place before someone leaves the company?

6 A. No, I don't. I don't -- I'm not  
7 sure I understand the question.

8 Q. Okay. Do you recall a conversation  
9 with Mr. Zack about any aspect of your offer  
10 letter?

11 A. Yes. Schedule 1 or A or whatever  
12 the last -- the last page is, because Ian Peacock  
13 had sent me an e-mail that seemed like -- he had  
14 never sent me such an enormous writing e-mail.  
15 Every other e-mail he had sent me was one or two  
16 words. And this was towards the end of -- it was  
17 towards April and at the height of my -- at the  
18 height of his harassing me.

19 He had sent me an e-mail that was  
20 very lengthy, last minute, was never spoken about,  
21 and in it was a request by him for me to call 140  
22 clients by a certain amount of time, and that I  
23 was to report to him that I had done what he had  
24 asked me to do.

25 And I felt that it was a setup to

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2 sure you can --

3 MS. ROTH: I am trying --

4 MR. SCHATZ: I know, I know.

5 Q. And if you forget any of them, I'll  
6 ask you again.

7 A. Okay. I sent Mr. Peacock -- I'm  
8 sorry. I'll rephrase that.

9 I forwarded Mr. Peacock the e-mail  
10 that I got from Nicholas Applegate, the client  
11 that I had visited in California who agreed to  
12 Cheuvreux services, that he was going to try them.  
13 And I forwarded that e-mail on April 10th to  
14 Mr. Peacock, showing him that I had signed a new  
15 client.

16 And my -- the reply back from that  
17 e-mail was, Meeting in my -- something along the  
18 lines of, Meet me in my office at this time. That  
19 was it.

20 So I went into the office. He  
21 started throwing things. He threw this -- I told  
22 you to do this. He threw this at me. Why didn't  
23 you do it?

24 Q. When you say "this" --

25 A. I'm sorry. He threw -- he threw

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2 the e-mail at me and told me --

3 Q. And the e-mail you're referring to  
4 is Exhibit D-6. Correct?

5 A. D-6, right.

6 Q. Okay. He threw that at you?

7 A. And then he threw Exhibit D-7 at me  
8 and said I didn't even come close to what I was  
9 told to do. What do I have to say for myself?  
10 This is fucking unacceptable. I told you on  
11 several occasions that your work was unacceptable.  
12 You haven't improved. You haven't done anything  
13 that I told you to do.

14 I told him, I just sent you an  
15 e-mail showing you that I just signed a new  
16 client, Nicholas Applegate, that you had been  
17 trying to get for a few years now. Is that not  
18 acceptable? Is that not a new client? What about  
19 Galleon? What about BlackRock? What about  
20 Crossway Partners? What about Tradition? I told  
21 him all of the things that I had done.

22 And he just kept referring back to  
23 his D-6 e-mail to me and this phone list and  
24 saying that I didn't do what he told me to do and  
25 that -- and then he threw this D-8 formal warning

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2 at me, and I guess it has to do with me not  
3 finishing the tasks that he had told me to finish.  
4 And he said, This is a warning. And he said, This  
5 is not working out.

6 I said, What's not working out, me  
7 and you, or me at the company?

8 He said, We are not working out.  
9 This is not working out. We need to come to some  
10 sort of agreement or something.

11 And I said, I don't understand  
12 what's not working out. I am doing what you told  
13 me to do. I am signing new clients. I've brought  
14 on the clients that I told you I would bring on,  
15 and I've gotten you into the meetings that I told  
16 you I would get you into. And I don't know -- I  
17 did not finish the task. You're right. And this  
18 is the first time that you've even said anything  
19 to me. I asked you for a performance review back  
20 in February before I got my bonus check handed to  
21 me. You didn't tell me anything, that I was not  
22 doing what you told me to do, that I wasn't  
23 generating the revenue that you told me to  
24 generate.

25 It was never told to me -- he never

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2 told me what he expected quotawise or revenue-wise.  
3 He didn't say anything.

4 And then he threw this at me and  
5 got very aggravated and started swearing at me and  
6 told me, This isn't working out. And he said that  
7 that was it. He just -- that was it. He just  
8 didn't want me in the company anymore.

9 Q. You said that he got aggravated at  
10 you and started swearing at you.

11 Tell me what he said.

12 A. He said that I wasn't performing.  
13 I told you on several occasions that you weren't  
14 performing. You haven't done anything.

15 And I think he got angry at me  
16 because I told him that, Yes, I did do what you  
17 told me to do.

18 And then he said, This isn't  
19 working out.

20 I said, We're not working out, me  
21 and you, or me at the company is not working out?  
22 Because I am doing what you asked me to do. I am  
23 bringing on new clients and I did do -- and bring  
24 you to the clients that I told you that I had  
25 contacts at. I don't understand what else you

1 MIHALIK

2 want from me.

3 And then he said, That's it. This  
4 isn't working out. I'm letting -- I'm getting rid  
5 of you.

6 And he brought in the HR woman that  
7 I had never seen.

8 Q. Ellen Haas. Correct?

9 A. Yes.

10 Q. What time of day did this take  
11 place?

12 A. The afternoon.

13 Q. Did you -- when he first called you  
14 in, did he ask you whether you had done the  
15 calling of possible clients that he had asked you  
16 to do in Exhibit 6?

17 A. He said that I did not complete the  
18 tasks that he had assigned to me.

19 Q. And did he tell you how he knew you  
20 had not completed the task?

21 A. Yes. He threw the phone list at me  
22 and said, You didn't even come close to 140  
23 contacts here. And he threw the list at me.  
24 That's what he said.

25 Q. And did you tell him that this is

1 MIHALIK

2 A. In April of 2009.

3 Q. And you began nursing school when?

4 A. May of 2009.

5 Q. So, you decided and -- and began  
6 within a month. Is that right?

7 A. I had to take prerequisite classes.

8 Q. And you took those before you  
9 decided to go to nursing school. Correct?

10 A. That's correct.

11 Q. Okay. So, looking at -- so, April  
12 2009 or May -- let's call it May 2009. From April  
13 of 2008 to May of 2009, I'd like to focus on that  
14 time period. Did you look for employment during  
15 that entire time period?

16 A. I was in school, so, no, I did not.

17 Q. When -- when did you begin school?

18 A. In September of 2009.

19 Q. What courses did you take beginning  
20 in September 2009?

21 A. Chemistry, microbiology. I don't  
22 recall the order that I took them in. Anatomy and  
23 Physiology I and II.

24 Q. For how many -- is -- is the school  
25 you went to on a semester program?

1 MIHALIK

2 A. Yes.

3 Q. Did -- when -- withdrawn.

4 Did you look for employment only in  
5 the financial services industry?

6 A. Yes.

7 Q. Did you apply -- did you have any  
8 interviews during that time?

9 A. No, I did not.

10 Q. Did you send any letters to  
11 employers during that time?

12 A. No, I did not.

13 Q. Potential employers?

14 A. No, I did not.

15 Q. What -- tell me everything you did  
16 during that period of time to look for a job?

17 A. I contacted my recruiters.

18 Q. And that was whom, again?

19 A. Teeman Perley.

20 Q. Teeman Perley. What else did you  
21 do?

22 A. I looked through newspapers and got  
23 into contact with some of my old colleagues to see  
24 if there were any job openings anywhere.

25 Q. Okay. Now, was the only



Yenicay M.D., Altan  
page 1

1 00001:  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 Index No. 09-CV-01251 (DAB)  
5 -----x

RENEE MIHALIK,

6  
Plaintiff,

7  
vs.

8 CREDIT AGRICOLE CHEUVREUX

9 NORTH AMERICA, INC.,

10 Defendant.

11 -----x

12  
13  
14 May 19, 2010  
15 11:22 a.m.

16  
17 Videotaped deposition of  
18 ALTAN YENICAY, M.D., held at the offices  
19 of Hogan Lovells US LLP, 875 Third Avenue,  
20 New York, New York, pursuant to subpoena,  
21 before Cary N. Bigelow, RPR, a Notary  
22 Public of the State of New York.  
23  
24  
25

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page 70

1 00070:

2 relationship with her father that, you know, she  
3 was fine, she was getting along, I mean, you  
4 can't say that all of us don't do that to some  
5 extent, you know, so I don't know anyone who had  
6 the perfect upbringing or anything like that, but  
7 most people have gotten by it and, you know, it  
8 just -- I don't know if this is entirely  
9 accurate, but the closest thing I can maybe offer  
10 is, you know, that euphemism the straw that  
11 breaks the camel's back or something, but just,  
12 in my opinion, it certainly made her worse than  
13 she was prior to then.

14 Q. You're saying what made her worse?

15 A. The whole experience at Cheuvreux.

16 It was really at that point that I was  
17 convinced that she needed to see someone  
18 professionally whereas prior to that it wasn't  
19 my -- that was not my impression.

20 Q. So it was right after she lost her job  
21 you thought that she needed to see somebody  
22 professionally?

23 A. Right after -- it was after she lost  
24 her job. If you mean right after the next day,  
25 no, but I thought that I wasn't able to help the

Yenicay M.D., Altan  
page 71

1 00071:

2 situation. Our relationship had grown to the  
3 point where, like, I was, like I said before, I  
4 was every single day I was, like, I have to break  
5 up with her, the next fight I have to break up  
6 with her.

7 It was not like we were having a  
8 healthy relationship at that point either and I'm  
9 not going to say that's not a hundred percent  
10 her; of course, you know, I share some of that  
11 blame, you know, I'm getting killed at work,  
12 maybe I wasn't as supportive as I should have  
13 been, you know, you can paint that picture any  
14 way you want to paint it. But it was after that,  
15 in my opinion, that, you know, we were both  
16 making each other miserable, I clearly was not  
17 helping the situation and I felt at that point it  
18 was out of my hands and there was nothing that I  
19 could do and that she needed to get herself  
20 better before she could have any kind of  
21 functional relationship with anybody.

22 Q. As you sit here today, it's a few years  
23 later, looking back, do you think that Renee  
24 could have benefited from therapy even before the  
25 time that you became convinced that she really

Yenicay M.D., Altan  
page 101

1 00101:

2 than -- like, there was one time with, I guess,  
3 some DVD or something and another time with a  
4 URL, she made this known to you more than those  
5 two occasions?

6 A. I don't think it ever -- did it come up  
7 after that? Possibly. I don't remember getting  
8 yelled at for it, though.

9 She, I think, always -- Renee had a  
10 couple suspicions, I think that was one of them,  
11 and, you know, I'm not going to trash a  
12 relationship over pornography, so basically in  
13 those areas Renee laid down the law and I just  
14 followed it as best I could, you know. In that  
15 instance it was, you know, it's not -- she's 100  
16 percent correct.

17 I mean, I'm not agreeing with the  
18 cheating part, but if your girlfriend doesn't  
19 want you to look at the stuff, she has every --  
20 you know, that's fine, you know, I'm not going to  
21 argue with her over that.

22 Q. Did she ever talk about pornography  
23 with you in any context other than she was  
24 concerned that you were looking at it?

25 A. I don't remember that she did. Maybe.

Yenicay M.D., Altan  
page 102

1 00102:

2 Q. All I want to know is what you -- I  
3 just want to know everything you remember.

4 A. I don't remember, I don't remember. I  
5 remember getting yelled at twice for it and  
6 that's really all I can say about it.

7 Q. That's fair enough.

8 So you said Renee had a couple of  
9 suspicions. I think what you were saying is she  
10 was suspicious that you or whatever guy she was  
11 with might be cheating on her and she was also  
12 suspicious that whatever guy she was with might  
13 be looking at porno.

14 Did she have any other suspicions? And  
15 am I right about -- am I right in interpreting  
16 what you said?

17 A. I don't know what she felt about her  
18 other boyfriends cheating and stuff like that. I  
19 know that she was concerned about these  
20 friendships that I had with these other women,  
21 the natural extension of that being she's afraid  
22 I'm involved with one of these women. The  
23 pornography thing we've already talked about.

24 Renee -- Renee always was afraid that I  
25 was doing drugs and I believe the reason she did

Yenicay M.D., Altan  
page 130

1 00130:

2 remembered if Renee got sick after you guys came  
3 back from Alaska.

4 A. Right.

5 Q. Does this e-mail exchange jog your  
6 memory at all about that?

7 A. All right.

8 So this is the week that we got back  
9 and yes, I guess she did get sick.

10 Q. Were you aware of that at the time?

11 If you don't remember, it's okay.

12 A. Yeah, but something like this wouldn't  
13 stand out in my mind for any reason. There's a  
14 couple of times I remember, you know, she had  
15 gotten sick and I had to hold her hair while she  
16 threw up and I actually stuck my finger down her  
17 throat once to make it, but I don't remember what  
18 days they were, sorry.

19 Q. That's okay.

20 But she does say at the bottom of the  
21 page she says to -- she says "Ian heading to ER  
22 right now."

23 A. Yeah.

24 Q. Do you think you would have remembered  
25 if she visited the emergency room?

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Index No. 09-CV-01251 (DAB)

- - - - -x

RENEE MIHALIK,

Plaintiff,

-against-

CREDIT AGRICOLE CHEUVREUX  
NORTH AMERICA, INC.,

Defendant.

- - - - -x

July 16, 2010  
10:12 a.m.

Deposition of CITI GROUP BY TRACY  
PLATT BEACH, taken pursuant to 30(b)(6)  
subpoena, held at the offices of Hogan Lovells  
US LLP, 875 Third Avenue, New York, New York,  
before Helen Mitchell, a Shorthand Reporter and  
Notary Public.

<p style="text-align: right;">Page 22</p> <p>1 Platt</p> <p>2 MR. SANTANGELO: Yes or no.</p> <p>3 THE WITNESS: Yes.</p> <p>4 I'm sorry.</p> <p>5 Q Can you tell us what that document</p> <p>6 is?</p> <p>7 A This is our standard separation</p> <p>8 agreement.</p> <p>9 Q A standard separation agreement?</p> <p>10 A Um-hum.</p> <p>11 Q Do you see on the second line it</p> <p>12 refers to a reduction in force; is that correct?</p> <p>13 A Yes.</p> <p>14 (Ms. Roth enters)</p> <p>15 Q Is that the standard way that Citi</p> <p>16 terminates its employees?</p> <p>17 A I'm not sure I understand your</p> <p>18 question.</p> <p>19 Q Well, I'm just going from what you</p> <p>20 said about -- that this document is the standard</p> <p>21 separation agreement.</p> <p>22 A And release.</p> <p>23 Q And I'm just wondering if every</p> <p>24 one of these separation agreements refers to a</p> <p>25 reduction in force?</p>	<p style="text-align: right;">Page 24</p> <p>1 Platt</p> <p>2 inappropriate conduct.</p> <p>3 Q Did you become aware at any point</p> <p>4 that Renee Mihalik's managers wanted to</p> <p>5 terminate her employment?</p> <p>6 A I was aware that there were</p> <p>7 performance issues with Renee. We did not</p> <p>8 discuss termination.</p> <p>9 Q Do you remember what the</p> <p>10 performance issues were?</p> <p>11 A Yes.</p> <p>12 Q What were they?</p> <p>13 A Renee had attendance issues, and</p> <p>14 she had -- there was -- it was mainly around</p> <p>15 attendance.</p> <p>16 Q Do you remember anything else?</p> <p>17 A Regarding the attendance?</p> <p>18 Q Sure, regarding her attendance.</p> <p>19 A Yes.</p> <p>20 Q What do you remember?</p> <p>21 A We had attendance issues, and it</p> <p>22 was brought to my attention, and we began to</p> <p>23 discuss what those attendance issues were.</p> <p>24 Q Who brought it to your attention?</p> <p>25 A She had two managers at the time,</p>
<p style="text-align: right;">Page 23</p> <p>1 Platt</p> <p>2 A No.</p> <p>3 Q So what are the different ways</p> <p>4 that somebody who is employed by Citi ends up</p> <p>5 leaving that employment?</p> <p>6 A It depends on the individual. In</p> <p>7 this case, for Renee, this was a reduction in</p> <p>8 force. The business was exiting that product,</p> <p>9 and so positions were being eliminated, which</p> <p>10 then went into a reduction in force.</p> <p>11 Q Are employees of Citi ever</p> <p>12 terminated --</p> <p>13 A Yes.</p> <p>14 Q -- fired?</p> <p>15 A Yes.</p> <p>16 Q Do you participate in those types</p> <p>17 of decisions?</p> <p>18 A Yes.</p> <p>19 Q Can you tell us generally what</p> <p>20 type of conduct might result in an employee</p> <p>21 being fired?</p> <p>22 A Just a generality of --</p> <p>23 Q Yes, just general terms.</p> <p>24 A Gross misconduct is something that</p> <p>25 we would fire somebody for, and someone who --</p>	<p style="text-align: right;">Page 25</p> <p>1 Platt</p> <p>2 Andy Mannarino and Mark Powers.</p> <p>3 Q Did they both bring Renee's</p> <p>4 attendance issues to your attention?</p> <p>5 A Andy Mannarino had brought that to</p> <p>6 my attention, and then together, since him and</p> <p>7 Mark were co-managers, we discussed jointly.</p> <p>8 Q When for the first time did</p> <p>9 Mr. Mannarino raise Renee's attendance issues</p> <p>10 with you?</p> <p>11 A I believe it was August of</p> <p>12 2007-September of 2007 time frame.</p> <p>13 Q So that was about -- about five</p> <p>14 months after she started working at Citi?</p> <p>15 A No, she began working for us in</p> <p>16 2005.</p> <p>17 Q Oh, I'm sorry. I'm sorry, 2005.</p> <p>18 A It's okay.</p> <p>19 Q Did you say August of 2007?</p> <p>20 A Um-hum.</p> <p>21 MR. SANTANGELO: Yes or no.</p> <p>22 A Yes.</p> <p>23 THE WITNESS: Sorry.</p> <p>24 Q Would you take a look again at</p> <p>25 Exhibit 8, and tell me if you --</p>

7 (Pages 22 to 25)



<p style="text-align: right;">Page 62</p> <p>1 Platt</p> <p>2 to reduce, and based upon what business you were</p> <p>3 supporting. So...</p> <p>4 Q When you say "based upon what</p> <p>5 business you were supporting," what do you mean</p> <p>6 by that?</p> <p>7 A So, for example -- I'm not saying</p> <p>8 in this particular case -- say, for example,</p> <p>9 that in HR you have three generalists and you're</p> <p>10 reducing head count, you only need two, so that</p> <p>11 means it's elimination of a position, it's a</p> <p>12 reduction in force.</p> <p>13 Q And what about the part where you</p> <p>14 say it would depend on what business you were</p> <p>15 supporting, what did that mean?</p> <p>16 A Well, it depends on what business</p> <p>17 you were in. Because you were -- because you</p> <p>18 had asked before if it was firm-wide.</p> <p>19 Q I see.</p> <p>20 A I don't want to make a blanket</p> <p>21 statement that it was across Citi.</p> <p>22 Q So would you say it was a targeted</p> <p>23 reduction in force, that certain business --</p> <p>24 that certain parts of the business were going to</p> <p>25 have a reduced head count; is that --</p>	<p style="text-align: right;">Page 64</p> <p>1 Platt</p> <p>2 Q Did you participate in the</p> <p>3 decision making to make Renee part of the</p> <p>4 reduction in force?</p> <p>5 A I did not discuss -- no, I was not</p> <p>6 in the decision making process.</p> <p>7 Q When did you first become aware</p> <p>8 that Renee would be part of the reduction in</p> <p>9 force?</p> <p>10 A I believe it was end of</p> <p>11 February-beginning of -- excuse me, end of</p> <p>12 March-beginning of April.</p> <p>13 Q I think that you -- I could be</p> <p>14 wrong about this, but did you testify earlier</p> <p>15 that you became aware that there would be a</p> <p>16 reduction in force in January of 2007?</p> <p>17 A No.</p> <p>18 Q I'm sorry.</p> <p>19 When did you become aware that the</p> <p>20 company was going to be doing a reduction in</p> <p>21 force?</p> <p>22 A I don't recall the date of when I</p> <p>23 became aware of the reduction in force.</p> <p>24 Q I see that these e-mails that Citi</p> <p>25 produced end -- or the last date --</p>
<p style="text-align: right;">Page 63</p> <p>1 Platt</p> <p>2 A Yes.</p> <p>3 Q Do you remember how many -- how</p> <p>4 many employees were impacted or were part of the</p> <p>5 reduction in force?</p> <p>6 A I don't.</p> <p>7 Q Who made the decisions as to who</p> <p>8 would be terminated as part of this reduction in</p> <p>9 force?</p> <p>10 A The business.</p> <p>11 Q The managers?</p> <p>12 A The managers.</p> <p>13 Q Was it in their sole discretion?</p> <p>14 A It's discussed with counsel and</p> <p>15 HR.</p> <p>16 Q So in the case of Renee as being</p> <p>17 part of the reduction in force, was the decision</p> <p>18 made by Mr. Mannarino and Mr. Powers, with</p> <p>19 consultation from human resources and the legal</p> <p>20 department?</p> <p>21 A They were not the sole decision</p> <p>22 makers. It was their manager, and I don't</p> <p>23 recall who was the -- I don't recall who was the</p> <p>24 person that was -- had given the names for the</p> <p>25 roles that were being eliminated.</p>	<p style="text-align: right;">Page 65</p> <p>1 Platt</p> <p>2 MS. HANSWIRTH: Actually, I'm not</p> <p>3 sure I'm right about this.</p> <p>4 Q They look like they're all from</p> <p>5 January 22nd, 2007, and some of them forward</p> <p>6 something that's from December -- I'm sorry --</p> <p>7 yes, 2007, and they forward something from</p> <p>8 December 2006.</p> <p>9 I'm wondering if there were any</p> <p>10 subsequent e-mails to you from either</p> <p>11 Mr. Mannarino or Mr. Powers concerning Renee.</p> <p>12 A What do you mean by that?</p> <p>13 Q Well, what I'm getting at is that</p> <p>14 Renee left Citi in April of 2007. The last</p> <p>15 e-mail that you have here is from January 22nd,</p> <p>16 2007, and it's fair to say that this was --</p> <p>17 there were still ongoing issues in 2007</p> <p>18 regarding Renee's attendance, according to</p> <p>19 Mr. Mannarino. So I'm wondering if there were</p> <p>20 any further e-mails after January 22nd, 2007</p> <p>21 regarding Renee's work issues.</p> <p>22 MR. SCHATZ: Objection.</p> <p>23 MS. HANSWIRTH: Go ahead.</p> <p>24 A None that I could find. I can't</p> <p>25 comment that there were, I didn't find any in my</p>

17 (Pages 62 to 65)

<p style="text-align: right;">Page 66</p> <p>1 Platt</p> <p>2 e-mails.</p> <p>3 Q Do you any recollection of</p> <p>4 discussing Renee after January 22nd, 2007?</p> <p>5 A No. I don't recall if I did or</p> <p>6 not.</p> <p>7 Q Who told Renee that her employment</p> <p>8 was going to be terminated as a result of a</p> <p>9 reduction in force?</p> <p>10 A I don't recall which manager had a</p> <p>11 conversation with her. I don't know at that</p> <p>12 time who had -- who actually sat down with her</p> <p>13 and had the conversation.</p> <p>14 MS. HANSWIRTH: I just want to</p> <p>15 take a break for a couple minutes and</p> <p>16 gather some thoughts.</p> <p>17 (Recess taken)</p> <p>18 BY MS. HANSWIRTH:</p> <p>19 Q Was Renee Mihalik an employee at</p> <p>20 will when she worked at Citi?</p> <p>21 A Yes.</p> <p>22 Q Were performance reasons part of</p> <p>23 the --</p> <p>24 MS. HANSWIRTH: I'm sorry, strike</p> <p>25 that.</p>	<p style="text-align: right;">Page 68</p> <p>1 Platt</p> <p>2 Q So then the job function alone was</p> <p>3 not the reason why somebody would be selected</p> <p>4 for the reduction in force; correct?</p> <p>5 A I wouldn't say that's correct.</p> <p>6 While she had a similar role, they all covered</p> <p>7 different accounts. So based on what accounts</p> <p>8 they covered and the product they sold, there's</p> <p>9 lots of different things that go into</p> <p>10 determining someone for a reduction in force --</p> <p>11 eliminating their position, excuse me.</p> <p>12 Q Would it be fair to say that</p> <p>13 somebody who covered more accounts than someone</p> <p>14 else would be more likely to be able to keep</p> <p>15 their job when there is a reduction in force?</p> <p>16 A I wouldn't say yes.</p> <p>17 No. I don't know what that has to</p> <p>18 do with the number of accounts.</p> <p>19 Q Is the fact that Renee had</p> <p>20 accounts taken away from her part of the reason</p> <p>21 that she was made part of the reduction in</p> <p>22 force?</p> <p>23 A No.</p> <p>24 Q But you didn't participate in any</p> <p>25 discussions about whether she should be part of</p>
<p style="text-align: right;">Page 67</p> <p>1 Platt</p> <p>2 Q Were Renee's performance issues</p> <p>3 part of the reason that she was selected to be</p> <p>4 in the reduction in force?</p> <p>5 MR. SCHATZ: Objection.</p> <p>6 A I don't recall the reason she was</p> <p>7 selected. As I recall, it was based on the job</p> <p>8 function.</p> <p>9 Q Did you participate in any</p> <p>10 discussions regarding whether Renee would be</p> <p>11 part of the reduction in force?</p> <p>12 A Not Renee particularly; with</p> <p>13 regards to anyone who was involved in the</p> <p>14 reductions.</p> <p>15 Q When you say "job function," what</p> <p>16 exactly do you mean?</p> <p>17 A Her actual job function, what she</p> <p>18 did. She was a client covering -- excuse me,</p> <p>19 she was covering client accounts.</p> <p>20 Q And were there other people who</p> <p>21 were also performing that same job function?</p> <p>22 A I believe so, yes.</p> <p>23 Q And is it correct that some of</p> <p>24 them were not part of the reduction in force?</p> <p>25 A That is correct.</p>	<p style="text-align: right;">Page 69</p> <p>1 Platt</p> <p>2 the reduction in force? Not her business unit,</p> <p>3 but her personally.</p> <p>4 A No. After the list -- when we saw</p> <p>5 the list, we discussed each person. So there</p> <p>6 was a discussion on -- on her, but it wasn't</p> <p>7 just her alone.</p> <p>8 Q So you received a list of people</p> <p>9 that other people were saying should be part of</p> <p>10 the reduction in force; is that correct?</p> <p>11 A When a business is tasked with</p> <p>12 going to a reduction in force and eliminating</p> <p>13 head count, they then provide a list of</p> <p>14 employees that are going to be impacted on that,</p> <p>15 and their roles, and I did see the list of the</p> <p>16 employees that would be impacted by this</p> <p>17 reduction in force. Renee's name was on there.</p> <p>18 And we go through and we discuss the business</p> <p>19 rationale behind each one.</p> <p>20 Q Who's the "we" who discusses the</p> <p>21 business rationale?</p> <p>22 A The manager and I, and then we --</p> <p>23 then the last step is to go with counsel.</p> <p>24 Q So there was a discussion among</p> <p>25 you and Mr. Powers and Mr. Mannarino about</p>

18 (Pages 66 to 69)

ORIGINAL

Page 1

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 Action No. 09-CV-01251 (DAB)

5 RENEE MIHALIK,

6 Plaintiff,

7 - against -

8  
9 CREDIT AGRICOLE CHEUVREAUX  
10 NORTH AMERICA, INC.,

11 Defendant.

12  
13 875 Third Avenue  
14 New York, New York 10022  
15 June 29, 2010  
16 10:52 p.m.

17 DEPOSITION of MARK R. POWERS,  
18 taken by the Defendant, pursuant to  
19 Subpoena, held before Vicki Livings, a  
20 Notary Public of the State of New York.  
21  
22  
23  
24  
25

Page 88

1 M. Powers

2 could definitely tell something was  
3 bothering her.

4 Q How often would this happen?

5 A Sporadically.

6 Q What was she like when she  
7 was having a good day?

8 A Very friendly, good at her  
9 job.

10 Q Would you describe your own  
11 behavior as consistent or erratic?

12 A Consistent at the workplace.

13 Q Would you describe the  
14 behavior of other people on the trading  
15 desk at Citi as consistent or erratic?

16 A It's pretty individually  
17 based, but mostly consistent.

18 Q Were other people behaving  
19 in a way that you would characterize as  
20 being erratic?

21 A A few.

22 Q What was their behavior  
23 like?

24 A I don't know. Kind of  
25 goofy. Everybody has a bad day.